

***United States Court of Appeals
for the Second Circuit***



APPENDIX

NO. 77-6155

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

SAMUEL M. KAYNARD, REGIONAL DIRECTOR OF
REGION 29 OF THE NATIONAL LABOR RELATIONS
BOARD, FOR AND ON BEHALF OF THE NATIONAL
LABOR RELATIONS BOARD

Petitioner-Appellant

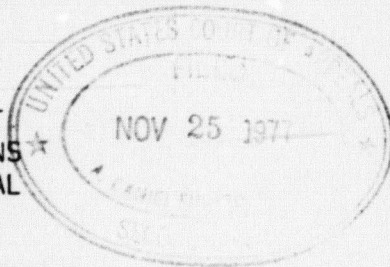
v.

LOCAL 282, INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND
HELPERS OF AMERICA

Respondent-Appellee

ON APPEAL FROM AN ORDER OF
THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

JOINT APPENDIX
VOLUME II
(Exhibits)



INDEX

APPENDIX
Page No.

Petitioners Exhibits No.

- (1) Agreement Between Active and Brady,
Letter Dated February 9, 1977 A163
- (2) Agreement Between Local 1, Plumbers and Contracting
Plumbers Assn. of Brooklyn and Queens, Inc. (Active) . . . A165
- (3) Agreement Between Local 918, IBT, and Active A198
- (4) Letter From Brady to Active, Dated June 17, 1977 A211
- (5) Telegram From Brady to Active, Dated June 27, 1977 A212
- (6) Mailgram From Brady to Active, Dated June 30, 1977 A213
- (7) Complete Contract Between Brady and Active A214
- (8) Letter From Brady to Active, Dated June 30, 1977 ~~A241~~ A231
- (9) Section 8(b)(4)(D) charge filed by Brady
against Local 282 ~~A242~~ A232
- (14) 1971 Memorandum of Understanding between
Local 282 and Local 1 ~~A243~~ A233

Respondents Exhibit No.

- (A) High Rise Contract 1975-1978 ~~A245~~ A235



JOHN T. BRADY & COMPANY

92 NORTH AVENUE, P.O. BOX J, NEW ROCHELLE, NEW YORK 10802 • (914) 633-7500



February 9, 1977

Active Fire Sprinkler Corp.
New York Naval Shipyard
Building #50
Brooklyn, N.Y. 11205

Airport Mail Facility- Phase II
J.F.K. Internat'l Airport
Jamaica, N.Y. 11430

Re: Contract # 109320-77-V-004

Gentlemen:

Subject to your being approved, as required, as a Subcontractor by the U.S. Postal Service, we hereby accept your proposal for you to furnish all labor, material, tools and equipment necessary or required to furnish, deliver and install in place, complete, without exception, all work specified or required by the following Sections of the Specifications for the Airport Mail Facility at John F. Kennedy International Airport, Jamaica, New York.

Scope of Work:

- 15400- Plumbing
- 15501- Sprinkler System, Automatic, Wet Pipe & Stand Pipe.
- 15502- Sprinkler System, Automatic, Deluge Type
- 15503- Sprinkler System, Automatic, Dry-Pipe
- 15504- Automatic Halon 1301 Fire Protection System
- 15511- Fire Pumps
- 15530- Compressed Air Equipment
- 02500- Exterior Sanitary Sewer & Drainage Systems (Cast Iron Pipe Only)
- 02561- Water Distribution System
- 02760- Fueling Facility

The applicable portions of the following General Sections shall apply:

- 15010- General Requirements
- 15160- Vibration Isolation
- 15180- Insulation of Mechanical Systems
- 15705- Piping for Mechanical Systems

Excluded from this agreement are the following:

- | | |
|---|---------------------------------------|
| 1. Excavation and Backfill. | 5. All painting. |
| 2. Electric Wiring and related equipment. | 6. All draft curtains. |
| 3. Concrete Work. | 7. All hood enclosures. |
| 4. All cutting and patching. | 8. Fire alarm and annunciator panels. |

A performance and payment bond in the full amount of this contract by an established Surety Company shall be provided and the premium paid by Active Fire Sprinkler Corporation as part of this agreement.

All the above work for the sum of ONE MILLION SEVEN HUNDRED THOUSAND & NO/100 (\$1,700,000.00) DOLLARS.

-Page 1 of 2 Pages-

ase initial:

ACTIVE FIRE SPRINKLER CORP.

A 163

February 9, 1977

Airport Mail Facility- Phase II
J.F.K. Internat'l Airport
Jamaica, N.Y. 11430
Re: Contract # 109320-77-Y-004

JOHN T. BRADY & COMPANY

To: Active Fire Sprinkler Corp.

All of the work is to be done in strict accordance with the General Provisions (PS Form 7391) and the following designated specifications, schedules, drawings and conditions.

Invitation to Bid Specification #109450-76-A-0037, Issued 10/1/76 and the following amendments: #1, dated 10/27/76; #2, dated 11/17/76; #3, dated 12/2/76; #4, dated 12/7/76 and #5, dated 12/17/76.

Particular attention is directed to "Division #1 General Requirements" and the General Provisions which are applicable to all contracts and especially Section 01400 "Quality Control Operations".

Particular attention is directed to Specification Section Bid Conditions entitled Affirmative Action Requirements- Equal Employment Opportunity. The required certification entitled Rider 1A shall be properly executed and returned.

It is specifically understood and agreed that you will sign our standard form of sub-contract and that you will diligently prosecute the work contained herein on time and in the manner directed by us.

Subcontractor shall be responsible for all Local, State and Federal Safety Requirements which affect the Subcontractor's work.

Particular attention is directed to Insurance Requirements as indicated in Division #1, Section 01750.

The provisions and requirements set forth in this letter of acceptance constitutes our entire agreement. Unless we are notified to the contrary of any differences within five (5) days of the date hereof, we will conclude that you are in full accord with the stated terms and conditions.

Should you fail to sign and return to us the original hereof within ten (10) days of the date hereof, we reserve the absolute option to notify you at any time after the expiration of said ten (10) days that all negotiations looking toward an agreement have been terminated and that neither of us has any liability to the other whatsoever arising out of or in connection with the above Project.

Very truly yours,

We hereby agree to the above:
ACTIVE FIRE SPRINKLER CORP.

JOHN T. BRADY & COMPANY

*Signed by:

Accepted by:

STANLEY STEVENS, Vice President

Title : President

Dated : 3/4/77

*Page 1 to be initialed as indicated.

KINDLY SIGN AND RETURN ORIGINAL PROMPTLY

CS:fm

CC:

Tab, Job File, Job Supt.

Accept File MK FM

A164

AGREEMENT

Between

CONTRACTING PLUMBERS ASSOCIATION
OF BROOKLYN and QUEENS, Inc.

and

LOCAL UNION NUMBER 1
of the
UNITED ASSOCIATION of JOURNEYMEN
and
APPRENTICES OF THE PLUMBING
and PIPE FITTING INDUSTRY
of the
UNITED STATES and CANADA

PLAINTIFF'S
EXHIBIT
77C1413

AGREEMENT

Between

CONTRACTING PLUMBERS ASSOCIATION
of BROOKLYN and QUEENS, Inc.

and

LOCAL UNION NUMBER 1
of the
UNITED ASSOCIATION of JOURNEYMEN
and
APPRENTICES OF THE PLUMBING
and PIPE FITTING INDUSTRY
of the
UNITED STATES and CANADA

August 8, 1975 — August 3, 1978

A166

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Par.

1. AN AGREEMENT made and entered into by and between the CONTRACTING PLUMBERS ASSOCIATION OF BROOKLYN & QUEENS, Inc. (hereinafter designated as the "ASSOCIATION") on its own behalf and on behalf of its members who are members at the time of the execution hereof or who may be admitted to membership during the life of this Agreement and any extensions or renewals thereof and LOCAL UNION NUMBER ONE OF THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA (hereinafter designated as the "UNION.")
2. THE PARTIES hereto desire to standardize rates of pay, fringe benefits, hours and conditions of employment to establish fair and equitable conditions of employment throughout the industry in "the area" and to provide a method for the peaceable adjustment of all disputes which may arise between the Association and the Union, thus assuring uninterrupted operations and general stabilization of the industry.

ARTICLE I

The Bargaining Unit

3. THE ASSOCIATION, as collective bargaining representative of its members who are Master Plumbers doing business in the Boroughs of Brooklyn and Queens where they employ plumbers represented by the Union, is desirous to continue dealing collectively on behalf of its members with the Union.

Par.

4. Wherever the word EMPLOYER is used it shall be construed to mean a duly licensed plumbing contractor.
5. THE UNION is a labor union duly chartered as a branch or local of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, with jurisdiction in Kings and Queens Counties, hereinafter referred to as "the Area," and is the duly authorized exclusive bargaining agent for all Journeymen Plumbers, Apprentices and Trainees employed and to be employed by the members of the Association for the work coming under the jurisdiction of the United Association and enumerated in this Agreement.
6. The ASSOCIATION recognizes the Union as the sole collective bargaining agent for the Journeymen Plumbers, Apprentice Plumbers and Plumber Trainees (hereinafter referred to as "JOURNEYMEN, APPRENTICES AND TRAINEES," or as "Employees") employed by the employers in new building construction or major alteration of private, City, State or Federal work in connection with hours, wages, fringe benefits and conditions of employment and the Union recognizes the Association as the sole collective bargaining agent for its members and those employers who may be admitted as members during the life of this agreement or any extensions or renewals thereof.

Par.

ARTICLE II

Employment

7. THE EMPLOYERS agree that they will give priority in employment opportunity to experienced, qualified and competent persons.
8. THE PARTIES hereto agree that this agreement shall be applicable to all employees without regard to race, color, religion, creed, national origin or sex. An "On The Job Training Program" for minority persons is to be continued as conditions will permit.
9. In the event that during the term of this Agreement there is a change in the law which will permit a greater degree of Union Priority to the Union, such Union Priority provided above shall be modified so as to provide the maximum degree of Union Priority permitted by such change in the law.

ARTICLE III

Safety, Sanitary and Health Conditions

10. ALL PLUMBERS SHANTIES shall be assembled by the Plumbers. Each shanty shall be provided with adequate lighting and with a heater in the cold weather. The Employer shall furnish on all jobs a suitable shanty or locker which shall be used exclusively by Plumber employees for their clothes only. Journeymen working at a power pipe machine shall be protected from the weather by a three sided shed with a roof.

Art

Par.

11. BRAZING, Safety goggles and first aid kits shall be provided to employees on all jobs. Hard hats shall be provided for all phases of work. New hat bands shall be provided for hard hats. Sturdy and adequate scaffolding and ladders shall be provided at all times. Business Agents shall direct the employees to use the issued safety equipment.
12. Where brazing is to be performed in confined areas a fan shall be provided to remove the fumes, or circulate the air therein.
13. A confined area shall be construed as a space that is inadequately ventilated, if it does not have at least two separate openings aggregating a total of 20 square feet.
14. This rule shall be interpreted in a practical and liberal manner, depending on the job conditions.
15. A copy of all Accident Reports shall be sent to the Union office within five (5) days after each accident, provided the employee reported the accident to the foreman. Such reports are to be used solely as Union Records and for no other purpose. A copy of the accident report shall be forwarded by the foreman to the Employer.
16. THE PARTIES AGREE that sanitary and drinking water facilities as outlined in Article 23-6, Paragraphs 6-1, 6-2, 6-3, 6-5, 6-6 of the New York State Industrial Code Rule 23, as Amended April 2, 1962 shall be the minimum requirements under this agreement.
17. It shall be the duty of the Plumbing Contractor to make such plumbing services available, at the earliest practical date building construction permits, so that Chemical toilets may be removed.

Par.

- If a builder, owner or general contractor requests performance that is the jurisdiction of the plumber, a plumber must be assigned to perform such work.
18. IF ELEVATORS are not installed and maintained by the awarding authorities including general contractor and/or owner as required by the New York State Industrial Code, the job may be stopped.
 19. Moreover, in instances where adequate safety and/or sanitary and health conditions have not been provided and maintained, a job may be stopped immediately.
 20. A PERMANENT COMMITTEE of three labor representatives and three management representatives is to be established and given authority to settle all cases arising from the requirements of Article III. Two thirds of the committee shall constitute a quorum. Decisions must be made within two working days. If no decision is rendered then the case must be referred immediately to the full Joint Arbitration Committee for regular procedure. All cases do not necessarily have to be heard by the aforementioned Committee. Under some circumstances if a Business Agent believes a job condition is contrary to the provisions of this Article, he should call the plumbing contractor of the job. The plumbing contractor should investigate the problem himself or have his foreman investigate it and report to the contractor. If the problem cannot be adjusted in this way, then the permanent committee should be called.

Par.

ARTICLE IV

Hours, Wages and Fringe Benefits

21. HOURS: Five (5) days shall constitute the work-week. The hours of labor shall be seven (7) hours per day; said hours shall be performed from 8:00 A.M. to 12 noon, and from 12:30 P.M. to 3:30 P.M. every day except Saturdays, Sundays and Holidays.
22. At the request of the Association or the Union, negotiations may be opened to bring about a change in the hours of the work day or the work week.
23. HOLIDAYS: No work shall be performed during any hours other than those specified above or on Saturday, Sunday, New Year's Day, *Lincoln's Birthday, *Washington's Birthday, Memorial Day, Independence Day, Labor Day, *Columbus day, *Election Day, *Veteran's Day, Thanksgiving Day and Christmas Day. Except in the case of emergency, in which event employees shall receive time and one half for their labor. Permission to work must first be obtained by the employees from the Union. An emergency is to be determined by the Business Manager of the Union or the Business Agent in the district involved. Work to be performed between 12:00 Noon and 12:30 P. M. shall be paid at time and one half and the employee is to be given reasonable time to eat without any deduction of wages.

Par.

24. WAGE RATES: On August 7, 1975, the wage rate of Journeymen Plumber employees was \$9.71 per hour plus \$3.03 per hour rate as fringe or supplemental benefits paid by the employer to the Plumbing Industry Board plus \$6.00 per day paid by the employer to the Additional Security Benefits Fund. Commencing with the effective date of this agreement the Employer agrees to pay to and on behalf of his journeymen and foremen the rates set forth in Table No. 1:

A holiday expense fund has been established in which effective November 20th, 1975 as part of this agreement the employer shall contribute in behalf of all covered employees 30c per hour for the journeyman, and 15c per hour for the apprentice, and trainees.

*On Lincoln's Birthday, Washington's Birthday, Columbus Day, Election Day and Veteran's Day two journeymen may be employed at single time whenever concrete is being poured.

TABLE No. 1 — JOURNEYMEN

Period	Gross Increase Per Hour	Hourly Wages	Hourly Fringe Benefits	Additional Security Benefit
August 8th, 1975 to January 7th, 1976	20c per hr.	\$9.91 per hr.	\$3.33*	\$6.00
Holiday Expense effective Nov. 20th, 1975	30c per hr.	9.91 per hr.	3.33*	6.00
January 8th, 1976 to July 7th, 1976	30c per hr.	9.91 per hr.	3.63	6.00
July 8th 1976 to January 5th, 1977	35c per hr.	To Be Allocated		
January 6th, 1977 to July 6th, 1977	44c per hr.	To Be Allocated		
July 7th, 1977 to January 2, 1978	55c per hr.	To Be Allocated		
January 3rd, 1978 to August 3rd, 1978	70c per hr.	To Be Allocated		

\$2.80 Total Package

The parties agree that single time fringe benefits be paid for overtime work.
 Effective August 8th, 1975 Foremen's pay will be the Journeymen's rate plus the following:

Foremen 1-2 Family houses	60c per hour
Other jobs	80c per hour
2-9 men	\$1.30 per hour
10-19 men	1.60 per hour
20-39 men	1.85 per hour
40-69 men	2.40 per hour
70-99 men	3.00 per hour
100 and over	

Deputy Foremen are to be employed when 20 or more Journeymen are working, at 85c per hour above the Journeymen rate. When 30 or more Journeymen are employed, Deputy Foremen are to receive \$1.00 per hour over the Journeymen rate.
 All increases set forth above and in Table No. 2 shall be allocated by the Executive Committee of the Plumbing Industry Board to Wages, Welfare Fund, Pension Fund, Vacation Expense Fund, Holiday Expense Fund, The Trade Education Fund and the Administration Account of the Plumbing Industry Board.

TABLE No. 2 — APPRENTICES, HOURLY WAGES & FRINGES

	As At	1-8-76	7-8-76	1-6-77	7-7-77	1-3-78
Year & Grade	8-8-75 to 1-7-76	to 7-7-76	to 1-5-77	to 7-6-77	to 1-2-78	to 8-3-78
First Year 1st Grade	4.35½ per hr.	4.35½ per hr.	18c*	22c*	25c*	35c*
2nd Grade	4.55½ per hr.	4.55½ per hr.				
Second Year 3rd Grade	4.75½ per hr.	4.75½ per hr.				
4th Grade	4.95½ per hr.	4.95½ per hr.				
Third Year 5th Grade	5.15½ per hr.	5.15½ per hr.				
6th Grade	5.35½ per hr.	5.35½ per hr.				
Fourth Year 7th Grade	5.55½ per hr.	5.55½ per hr.				
8th Grade	5.75½ per hr.	5.75½ per hr.				
Fifth Year 9th Grade	7.93 per hr.	7.93 per hr.	80% of Journeyman wage.			
10th Grade	8.42 per hr.	8.42 per hr.	85% of Journeyman wage.			

HOURLY FRINGE BENEFIT Daily Additional Security Benefit

- 1— No Fringe Benefits on 1st Grade
- 2— August 8, 1975 to November 19, 1975 1.56½ per hr. \$3.00 per day
- 3— November 20, 1975 to January 7, 1976 1.71½ per hr. \$3.00 per day
- Holiday Expense of 15c per hr. effective November 20, 1975
- 4— January 8, 1976 to July 7, 1976 1.85½ per hr. \$3.00 per day
- 5— July 8, 1976 to January 5, 1977 *
- 6— January 6, 1977 to July 6, 1977 *
- 7— July 7, 1977 to January 2, 1978 *
- 8— January 3, 1978 to August 3, 1978 *

* To Be Allocated.

Par.

25. Commencing with the effective date of this agreement the Employer agrees to pay to and on behalf of his apprentices the rates set forth in Table No. 2 preceding:

ADDITIONAL SECURITY BENEFITS

1. No Additional Security Benefits on 1st Grade.
 2. \$3.00 per man per day from August 8, 1975 to August 3rd, 1978.
 3. In addition to the foregoing, the employer shall be notified of grade increases by the Trade Education Committee.
26. THE EMPLOYER AND THE UNION agree to be bound by the provisions of the Trust Agreements pertaining to Pension, Welfare, Vacation Expense, Holiday Expense, Trade Education, Additional Security Benefits and Plumbing Industry Board and Amendments thereto and to abide by the decisions of the Trustees of said respective Trust Funds.
27. NO EMPLOYER shall be required to make payments to the Additional Security Benefits Fund covering any employee unless such employee has worked at least four (4) hours in a working day.
28. PAYMENTS TO ALL TRUST FUNDS including Pension, Welfare, Vacation Expense, Trade Education, Holiday Fund, Additional Security Benefits and Administration may be made by the Union for its officers and employees to the Plumbing Industry Board, Plumbers Local Union No. 1 for its employees and the employees covered by the various funds.

Par.

29. BOND. Each Employer shall furnish a Surety Company Bond (on Plumbing Industry Board forms) to the benefit of the Plumbing Industry Board and the Union, to guarantee the payment of Wages and Fringe Benefits as required by this Agreement. The amount of the bonds will be as shown on the following schedule:

AMOUNT OF BOND

Average Number of Men Employed	Monthly	Weekly
1 to 5	\$ 5,000.00	\$ 3,000.00
6 to 20	\$ 15,000.00	\$ 8,000.00
21 to 50	\$ 40,000.00	\$ 20,000.00
51 to 100	\$100,000.00	\$ 40,000.00
100 to 200	\$200,000.00	\$100,000.00

If an employer employs more than 200 men a determination will be made as to the amount of surety bond required.

The Union shall not issue a Green Card or provide men to Employers who are not bonded as required by the above schedule.

A copy of all Bonds will be sent to the Plumbing Industry Board, to the Union and to the Association.

30. WAGES shall be paid weekly in cash or by bonded check, at the option of the Employer.
31. WAGES paid on Friday shall be in cash.
32. WAGES BY CHECK must be paid no later than Thursday of each week.
33. PAY ENVELOPES OR CHECK STUBS must show full information concerning all deductions which are made. All pay envelopes must be Sealed.

Ams

Par.

34. When a holiday or bank holiday takes place on the established pay day, wages shall be paid on the preceding day. Payment shall be made during working hours. If an employee is not paid before the end of the working day, he shall be paid waiting time at the regular hourly rate until he is paid.
35. ALL CONTRIBUTIONS FOR FRINGE AND SUPPLEMENTAL BENEFITS must be paid by the 20th day of the month following the month in which the payroll is paid.
36. In the event that any employer who is in arrears in his contribution obligations as prescribed in the Collective Bargaining Agreement and the related Trust Indentures fails to correct such defaults by immediate payment upon receiving twenty-four (24) hour notice from the Executive Secretary of the Plumbing Industry Board, it shall be considered the same as failure to pay wages. The Union shall then immediately be notified and shall take the following course of action:
 1. Promptly remove all Journeymen, Apprentices and Trainees in the employ of such delinquent employer.
 2. Refuse to furnish any additional employees to such employer until such monies due to the Plumbing Industry Board and Trust Funds are paid in full.
 3. Require that such employer pay fringe and Supplemental benefits weekly, rather than monthly, thereafter, the length of such weekly payment penalty to be set by the Executive Committee of the Plumbing In-

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dustry Board. The bond for such delinquent employer shall be for the monthly amount required even though weekly payments are being made.

4. Require that such employer pay to any employee compelled to lose time from work because of such employer's failure to pay wages, fringe and supplemental benefits, up to two (2) days pay at the regular hourly rate.

NOTE: Failure to pay Wages, Fringe Benefits and/or supplemental Benefits is a violation of the laws of the State of New York.

37. THE UNION reserves the right to refuse to permit employees to work on any job on which employees have not been paid.
38. IN THE EVENT OF A DISPUTE as to the amount of wages which are due an employee, payment of the amount which is not in dispute shall be made and the claim for the balance shall be submitted to the Arbitration Committee for decision.

38A The prompt submission of reports and payment of all wages and contributions provided for in this Article is essential for the continued efficient operation of each of the funds administered by the Plumbing Industry Board, Plumbers Local Union No. 1. Any employer who fails to make prompt and timely payment of wages or fringe benefit contributions shall be subject to an interest charge on the amount of the arrearage at the rate of 1% per month for each month or part thereof of such arrearage.

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In addition, if enforcement or collection procedures (including arbitration, court, NLRB or otherwise) shall be commenced against any employer which has failed to file timely reports or failed to make prompt or timely payment of wages or fringe benefit contributions such employer shall be required to pay the reasonable cost expenses in connection with such procedures including attorney's fees.

39. WHEN EMPLOYEES ARE LAID OFF OR DISCHARGED, they must be paid wages due them at the time of the lay-off or discharge. Termination of employment slips must be placed in an employee's envelope when he is laid off or discharged if required by State Law. Any employee who starts to work at 8:00 A.M. must be paid at least four (4) hours pay in the event he is instructed to stop work by the employer or the employer's representative. If an employee works the entire morning and starts to work in the afternoon, and is then instructed to stop work by the employer or the employer's representative he shall be paid a full day's pay. Any employee who starts to work at 8:00 A.M. must be paid at least four (4) hours pay in the event he is instructed to stop work by the employer or the employer's representative because of bad weather conditions. If an employee has worked an entire morning and starts working in the afternoon, and is then instructed to stop work by the employer or the employer's representative because of bad weather, he shall be paid a full day's pay. An employee shall not be permitted to stay in the "shanty" or on the job due to bad weather after 8:00 A.M.—and then to go to work. On

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all jobs, when, due to the weather conditions, some of the employees are instructed to cease work for the day, all employees on said jobs shall cease work for the day. This does not include the Foreman.

40. In the event Journeymen report for work at 8:00 A.M. and for any reason beyond their control they are unable to start work, they shall receive the sum of twelve dollars and fifty cents (\$12.50) as expenses. Apprentices and Trainees shall receive the sum of six dollars and twenty-five cents (\$6.25), as expenses.
41. Employees shall be given at least one-half hour's notice before being laid off or discharged, and shall receive not less than four hours pay for the day on which the lay-off or discharge takes place. When an employee decides to stop work due to weather conditions, he shall be paid to the end of the hour. Employees reporting for work at a shop or job not having been laid off the previous night, shall be entitled to four hours pay if laid off. Employees who cannot start work or who must stop work because of lack of material, without having completed the first four hours, shall be entitled to seven (7) hours' pay. An employee employed for a period of one week or more shall not be laid off before the end of the day except for cause and any dispute shall be referred to the Business Manager.
42. ALL CITY, STATE AND FEDERAL WORK shall be performed at the prevailing rate of wages and fringe benefits as outlined in Tables No. 1 and No. 2 of this Article. Local Union No. 1 shall confirm the said wages and benefits to the various authorities having jurisdiction.

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43. Subject to the provisions of law, on all construction jobs or in any shop employing five (5) plumbers, one employee 55 years or over shall be employed. Any employee over 55 years shall not be on a bull gang unless it is an emergency. One additional employee 55 years or over must be employed for each additional five (5) employees employed or major fraction thereof.
44. GREEN CARDS — The Union shall issue a Green Card to an employer for each job performed by such employer. No employee shall commence or continue working on a job unless a Green Card for such job has been issued, is posted on the job and is in effect. If any employer requests another Green Card for a specific job on which a Green Card has already been issued, the Union shall not issue such other Green Card without first consulting with the employer to whom the original Green Card was issued to ascertain if employee wages and fringe benefits payments are up to date.

ARTICLE V

Promotion Fund

45. THE EMPLOYERS have established by an Agreement and Declaration of Trust a Trust Fund known as the "Plumbing Industry Promotion Fund of Brooklyn & Queens" (hereinafter referred to as the "Promotion Fund") for the mutual benefit of all plumbing contractors who do business in the area. The Agreement and Declaration of Trust of the said Promotion Fund

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- provides that the said Promotion Fund shall be administered exclusively by the Employers and their representatives.
46. Each Employer agrees to contribute monthly to the Promotion Fund an amount equal to three (3c) cents per hour for each hour worked by the employees of such Employer. Such contribution may be increased up to a total of eight cents (8c) per hour if and when the Trustees of said Fund adopt a resolution for such increase, provided however, that ninety (90) days notice of the adoption of such resolution and the effective date of such increase is given to Employers by letter sent to them. The contribution for each month is to be remitted to the Plumbers Industry Board as collection agent for the Promotion Fund not later than the Twentieth day of the following month.
47. Each Employer in consideration of the Agreement and contributions of the other Employers does hereby agree to make the said contributions and does hereby subscribe and become a party to the Agreement and Declaration of Trust dated as of January 2, 1967 establishing the Promotion Fund and amendments and modifications thereto. A copy of said instrument is available for inspection at the offices of the Promotion Fund.
48. THE PROMOTION FUND agrees to accept the Contributions and to use the same in accordance with the Agreement and Declaration of Trust for the mutual benefit of the said Employers.
49. The prompt payment of the contributions provided in this Article is essential for the con-

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tinuing efficiency in the operation of the Promotion Fund. An Employer who fails to make such payment within ten (10) days after written demand therefor has been mailed to him shall be liable for the amount of such contributions with six (6%) percent interest thereon from the original due date thereof, and the reasonable cost and expenses of collection, including attorney's fees. The charge to a delinquent Employer for the cost and expenses of collection and damages to the Promotion Fund shall in no event be less than \$20.00 for each failure to pay a monthly contribution.

50. THE UNION shall not participate in any way directly or indirectly in the creation, administration or operation of the Promotion Fund, nor shall the Union be required directly or indirectly to assist the Promotion Fund in collecting the contributions from Employers to the Promotion Fund.

ARTICLE VI

Check-off of Union Assessments

51. Effective January 3, 1973, each Employer agrees to deduct weekly from the wages of each journeyman and apprentice employee covered by this collective bargaining agreement who individually, in writing dated after effective date of this agreement, duly authorizes the employer to make such deduction for Union assessments, an amount equal to two (2) percent of such employee's gross weekly wages. Each employer shall issue its check payable to the order of the Union for the amount of such weekly deduction and shall remit such check weekly to the Plumbing Industry Board as the collec-

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tion agent for the Union. The original signed authorization cards shall be kept on file at the offices of the Plumbing Industry Board and a copy thereof shall be kept on file at offices of the Association and a copy at the offices of the Union.

52. THE FORM OF AUTHORIZATION to be signed by each journeyman and apprentice employee with respect to whom a deduction is to be made shall be approved by counsel for the parties hereto.
53. It is expressly agreed that the authorizations furnished under this Article shall be of no force and effect and no deductions shall be made by any employer when there is no collective bargaining agreement in effect to which the employer and the Union are parties.
54. It is expressly agreed that the Union assumes full responsibility for the validity and legality of the deductions from the employee's wages made by each employer and remitted to the Union pursuant to this Article and the Union hereby agrees to indemnify and hold the employer harmless from all claims, losses, expenses, liability and damages to which the employer at any time may be subject by reason thereof. If any such claim is asserted or threatened against the employer, the Union and the employer agree that the Union, at its sole cost and expense, shall undertake the defense of such claim on behalf of the employer and the employer shall cooperate with the Union in the defense thereof.

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ARTICLE VII

Foreman and Deputy Foreman

55. On all jobs classified as "new construction" (with the exception of 1-2 family houses) and on all City, State and Federal work where between 2 and 9 journeymen are employed, one of the men shall be designated as foreman of the job and shall receive 80c per hour above the journeymen's rate of pay. On 1-2 family houses the Foreman shall receive 60c per hour above the journeymen's rate of pay.
56. When there are 10-19 journeymen on the job, the Foreman shall receive \$1.30 above the journeymen's rate of pay.
When there are 20-39 journeymen on the job, the Foreman shall receive \$1.60 above the journeymen's rate of pay.
When there are 40-69 journeymen on the job, the Foreman shall receive \$1.85 above the journeymen's rate of pay.
When there are 70-99 journeymen on the job, the Foreman shall receive \$2.40 above the journeymen's rate of pay.
When there are 100 or more journeymen on the job, the Foreman shall receive \$3.00 above the journeymen's rate of pay.
57. When there are twenty (20) journeymen on a job, a Deputy Foreman shall be appointed by the employer. The Deputy Foreman shall receive eighty-five cents (85c) per hour above the journeymen's rate of pay.
When there are thirty (30) journeymen on the job, the employer shall appoint two (2) Deputy

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Foremen. Each of the two Deputy Foremen shall receive one dollar and ten cents (\$1.10) per hour above the journeymen's rate of pay.

58. When there are forty (40) journeymen on a job, the employer shall appoint three (3) Deputy Foremen. All Deputy Foremen shall receive one dollar and ten cents (\$1.10) per hour above the journeymen's rate of pay.
59. A foreman or deputy foreman shall be defined as a journeyman plumber who assumes responsibility for the Employer and supervises installations and "lays out" work for the journeymen and apprentice plumbers.
60. ALL FOREMEN working in the Jurisdiction of Plumbers Local Union No. 1 for a Brooklyn and Queens Employer must be members of Plumbers Local Union No. 1, U.A.
61. ALL DEPUTY FOREMEN working in the jurisdiction of Plumbers Local Union No. 1 must be members of Plumbers Local Union No. 1, U.A.
62. SUPERINTENDENTS. Superintendents shall not handle tools. A superintendent need not be a member of the Union. If a superintendent is a member of the Union he may, and the Employer also may, give instructions to anyone on the job. If the superintendent is not a member of the Union he shall give instructions only to the Foreman on the job.

ARTICLE VIII

Job Stewards

63. A STEWARD shall be employed on all jobs where more than four (4) journeymen are employed. He shall be appointed by the Business

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Agent in the district where a job is located. The Steward shall be appointed from the employees on the job. A steward shall be a competent working journeyman plumber. He shall work with his tools as a productive employee. He shall be paid at the same rate as other journeymen, and he shall be subject to the same rules and conditions by the Employer as other journeymen on the job, excepting that a Steward cannot be removed unless he is in violation of the Agreement or for incompetency.

64. A STEWARD shall not lose time when other journeymen plumbers are working. He cannot become a Foreman or Deputy Foreman on a job where he is serving as Steward. The function of a Steward is that he shall notify the Business Agent when a dispute arises on a job according to the trade agreement. The Steward can not call for a work stoppage or strike. A reject shall be considered one (1) job.
65. The Steward shall inspect shanties, sanitary and safety conditions. Any problems arising from these inspections; or due to jurisdictional disputes, or questions as to the interpretation of this agreement, shall be reported to the Business Agent by the Steward.
66. If it is necessary to replace a Steward on a job the selection of a replacement shall be made from the men employed on the job.
67. On finish work where there are less than four men employed the Business Agent must appoint a Job Steward from among the men on the job.

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68. If, after a hearing by the Joint Arbitration Committee an employer is found to have violated the regulations of the Collective Bargaining Agreement and the decision of the Committee is to place a Steward on the job and/or in the shop of such Employer then the Union shall appoint the required Steward regardless of the number of men employed on the job or in the shop.

ARTICLE IX

Regulation of Employment

69. A journeyman, apprentice, or trainee shall not be on more than one payroll at any one time.
70. An employee found doing plumbing work during or after the regular working hours of this Agreement, either as self-employed or for a licensed or unlicensed contractor or any other Employer who is not in agreement with the Union may be brought before the Executive Board of the Local Union where the offense has been committed and fined accordingly if found guilty by the Local Board.
71. Journeymen, apprentices and trainees shall not be permitted to work for anyone other than an established licensed plumber or an established and duly recognized plumbing contractor except by approval of the Local Joint Arbitration Committee. This paragraph does not apply to Civil Service employees.
72. The Master Plumbers and Journeymen agree not to sublet or contract for labor for any work coming under the jurisdiction of the Local Union. No master plumber or officer or principal

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pal of an employer shall be permitted to handle tools, or do mechanical or installation work within the jurisdiction of the Union. Journeymen plumbers who become master plumbers or who enter into business as officers or principals of a plumbing contractor shall not be deemed employees for the purpose of this agreement. Except for a journeyman who has become a bona fide plumbing contractor, no employee whose employment is classified as a journeyman or foreman plumber shall hold a Master Plumber's License.

73. The Plumbing Industry Board will promptly notify the Association if a Journeyman becomes a licensed Master Plumber and the date of the change in his status.

74. On all jobs where the underground piping for water supply, sanitary purposes, gas supply, or any other piping pertaining to plumbing is under the jurisdiction of the United Association, and is contained in the plumbing contract, such work can be sublet to another licensed plumbing contractor who is under agreement with Local No. 1. It is understood that when this is done the Union shall be notified in writing.

ARTICLE X

Quality of Workmanship

75. All Parties to this Agreement agree to comply with all provisions of the Administrative Code of the City of New York and Industrial Code of the State of New York in all matters contained herein and particularly those affecting or relating to the Plumbing Industry in the jurisdic-

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tion of Local Union No. 1 in Kings and Queens Counties. All plumbing materials may be used that are not specifically prohibited by the Administrative Code or the Safety Code, and the employer may have the right to use such equipment, practices, techniques and procedures not in violation of such code requirements.

76. THE QUALITY OF WORKMANSHIP shall be pursuant to and in accordance with the Plumbing Code of the City of New York.

77. All work shall be executed in a thorough and workmanlike manner. An Employer who shall discharge a journeyman, apprentice or trainee for performing his duties in compliance with the Plumbing Code of any jurisdiction covered by this Agreement shall be deemed to have violated this Agreement and shall be subject to charges and discipline therefore by the Joint Arbitration Committee.

78. No limitation shall be imposed by the Union or the Employer with respect to the amount of work to be performed by any journeyman, apprentice or trainee. The Union shall not issue any instructions or promulgate any rules or take any action which will in any way restrict or interfere with the Employer's control of his employees, except as otherwise specified or provided in this Agreement. A journeyman, apprentice or trainee who claims to have been unreasonably discharged shall be granted a hearing before the Joint Arbitration Committee within three (3) regular working days.

79. THE ASSOCIATION shall have equal representation on the Examining Board for qualifying

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of Journeymen Plumbers. The Committee shall be notified seven (7) days prior to date of such examination.

ARTICLE XI

Definition of Plumbing and Gas Fitting

80. THE FOLLOWING WORK IS TO BE PERFORMED WITHIN "THE AREA" and is deemed to be plumbing and gas fitting and shall be performed exclusively by Journeymen and Apprentices represented by Local Union No. 1 in the employ of the Employers, viz: (1) All piping and Equipment for gas, water supply, cast iron mains, hydrants, steel mains and flange pipe in highways, etc., drains, waste soil, vent lines including all piping for hot and cold water for domestic and culinary purposes and connections to all fixtures and apparatus requiring same, all water piping or waste lines of a temporary or permanent use, all drinking water systems; (2) All installations, service maintenance of piping, connections and equipment for pneumatic, thermostatic, and Vacuum and cleaning systems, including Vacuum and water operated ash removal systems; (3) All piping, connections and equipment for fire lines and standpipes of every description, including piping for other purposes, and standpipes taking place of tanks; (4) All piping and equipment for the transmission of liquid soap systems, glucose, syrup, liquid sugar, ink or other liquids in manufacturing or commercial plants, acid lines and vents, subsoil drains, laundry machinery, transmitting gasoline and where lead pipe, sheet lead or solder is used for putting pipes or tubing together and

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all piping utilized for railing and racks; (5) All piping, connections and equipment for ice machine work and all water supply, discharge and drain piping for refrigerating machinery, ammonia condensers, air compressor jackets, cooling tanks and all other apparatus requiring such piping and connections, and all piping for drinking water as well as all oxygen, nitrous oxide piping and hydrogen piping; (6) All piping and equipment from drip pans, tanks, receptacles, apparatus, etc., of every description which conveys any liquid waste or drip to the plumbing drainage system or fixtures either by a direct or indirect connection to the plumbing system; (7) all drainboards, wall benches, table tops, etc., of every description which may be drained into or toward a plumbing fixture or other part of the drainage system; (8) all welding and burning in connection with plumbing work and plumbers' piping; (9) Installing all accessories for toilet room and bathroom, such as soap, sponge, glass, paper and brush holders; towel racks and bars, glass shelves and mirrors, robe hooks and linen and paper towel holders, glass shower doors and shower enclosures, sanitary napkin dispensers and all accessories of any description installed in toilet rooms and bathrooms, etc., or which may be used as an accessory to or with a plumbing fixture; and all drain boards, excepting only such china accessories that are tiled in; (10) Connecting all gas ranges and gas logs, and gas fired boilers and unit heaters, all gas dryers and other gas appliances for whatever use, and fuel burning appliances (11) Setting and connecting of all water meters, water filters, hot

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water tanks, hot water heaters and incinerators, cold water tanks, suction tanks, pressure tanks, storage tanks, house tanks, sump tanks, sump pumps and water pumps of every description whether steam or motor driven, all sewage ejectors and sewage disposal systems, air compressors and compressed air tanks; (12) All piping and equipment used for exhaust fumes; installation and connection of all corporation stops, taps and wet connections to all water mains, private and public; (13) All exhaust and vapor piping for sterilizers, etc.; (14) The installation of all piping and equipment of gasoline bulk plants; (15) The setting and placing of sleeves, inserts and boxes of every description for the installation of plumbing; (16) The wiping and capping of all lead for plumbing and the fabrication of all lead flashings for plumbing is to be done on the job in which the material is to be installed; (17) The cutting of holes and chases which would receive plumbing piping, valves and hangers where practical; (18) The setting and connection of all fixtures as partially enumerated below:

81. PLUMBING FIXTURES

water closets	drinking fountains
sink and sink cabinets	gas ranges
basins	bidets
slop sinks	swimming pools and
urinals	pools of any type
showers	bed pan sinks
cuspidors	bath tubs
autopsy tables	grease and plaster
saccharins	traps
dental chairs	clothes hampers
unit heaters	laundry tubs

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82.

PUMPS

house pumps	vacuum systems
sump pumps	ejectors, electric
circulating pumps	ejectors, pneumatic
drinking water	compressor pumps
pumps	vacuum pumps
fire pumps	gasoline pumps
vacuum cleaning	jet gas lines
machines	jet fuel

83.

STERILIZERS

Bed pan sterilizers, utensil sterilizers, hot and cold water sterilizers, instrument sterilizers, bandage sterilizers, aspirators, and water stills of every description.

84.

HEATERS AND WATER METERS, ETC.

Steam hot water heaters, steam water preheaters, water meters, fish traps and gauges, tank heaters of every description, gas heaters, water filters.

85.

EQUIPMENT

Bottle washing machines, bottle filling machines, pasteurizing machines, milk storage tank machines, chlorinating machines, fill boxes, hydraulic lifts, roof and floor drains of every description with flashing for same, laundry washers, laundry dryers, fountains, all milk piping, washers of every description, liquidometers, oil separators, all restaurant, kitchen and laundry equipment, all oxygen, nitrogen, and CO2 equipment, all pneumatic controls, all temperature controls, and all medical, gas equipment and piping.

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86.

TANKS

house tanks	peroxide tanks
suction tanks	gasoline tanks
hot water tanks	vacuum tanks
drinking water tanks	expansion tanks
septic tanks	soap tanks
kerosene tanks	beer tanks
perfume tanks	wax tanks
pneumatic tanks	milk tanks

87.

STONE OR ACID EQUIPMENT

laboratory tables	laboratory hoods
laboratory sinks	developing tanks

88.

FIREHOSE

Hose, hose racks and hose cabinets, nozzles, fire hydrants, extinguishers, ladders, siamese manifolds, reducing valves, ball drips, signs, extinguishing systems.

89. All the apparatus, fixtures and materials enumerated above and all apparatus, fixtures and materials used in connection therewith must have been purchased and furnished by the Employer having the contract for the installation of the same.

90. The apparatus, fixtures and materials enumerated above are to be handled and distributed by employees represented by Local No. 1. In the case of any apparatus which must require rigging, moving or hoisting which cannot be handled by employees represented by Local No. 1, the Employer must notify the Business Agent in the District before such work of rigging, moving or hoisting is turned over to the riggers. No palletizing will be allowed.

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91. TEMPORARY HEAT: When a contractor employing Local No. 1 Journeymen, installs a temporary gas system of heating, the piping for which is connected to the supply introduced by the local utility, and connected to a gas meter, the maintenance and service of this system is to be done by the contractor who installed the system. The hours of maintenance and service shall be 8:00 A.M. to 3:30 P.M. Regular Working Days.

Four (4) hours Saturdays, Sundays and Holidays. No employer may use any of the Journeymen or Apprentices already working on the job, or in his employ, but must notify the Union that the job is ready for temporary heat. Journeymen will be assigned to this activity by the Business Agent.

92. PNEUMATIC SYSTEMS: When a member of the Association signatory to this contract or an independent contractor adhering to the terms of this contract installs a pneumatic system for heating or cooling control, the maintenance and servicing of this system during the construction period shall be performed by employees represented by Local No. 1, when a builder, owner or general contractor requests performance that is the jurisdiction of the plumber.

ARTICLE XII

Pipe Cutting and Fabrication

93. ALL PIPING pertaining to plumbing including I.P.S. sleeves up to and including 12" shall be handled, cut, threaded and installed by Journeymen and Apprentices covered by this

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agreement. All rods shall be cut and threaded by Journeymen Plumbers covered by this agreement in accordance with paragraph 100B

94. ALL TOOLS, PIPE MACHINES AND EQUIPMENT shall be permitted in "the area" covered by this Agreement, provided the tools, pipe and equipment machines have been approved with respect to the safety of the journeymen who may use them. Such approval is to be obtained from the Joint Arbitration Committee and the New York State Labor Department—Division of Safety.

95. PIPE TWO AND ONE-HALF (2½) INCHES and over shall be cut on the job, on the site or in the shop of the Employer or in any approved plumbing contractor's shop by building and construction journeymen plumbers represented by the Local Union which has jurisdiction in the territory where the pipe is to be installed. When pipe is cut off the job site, the journeymen performing the work, must attach labels to the pipe showing the Journeyman's name, card number and address of the shop where the work was performed. Pipe as described herein, shall not be installed unless it is properly labeled. Application requests for labels, shall be made in writing to the Local Union by the Plumbing Contractor stating the name of the project, the green card number and the number of pieces of pipe to be cut. Other authorized shops permitted to cut pipe 2½" and larger with journeymen of the Local Union, shall obtain labels from the Plumbing Contractor who will be using the pipe; the plumbing contractor is to make application for said labels in writing in the same manner as herein described.

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96. When the conditions as stated in this section are met, there shall be no limitation for work done in a shop by journeymen and apprentices covered by this Collective Bargaining Agreement within the jurisdiction of U. A. Local 1.

97. When pipe is cut, threaded, bent, fabricated or joined by any means or method off the job site, the job foreman or superintendent will submit a sketch of the work to be fabricated to the shop foreman with his signature attached. The shop foremen, journeymen and apprentices performing the work will also sign said sketch along with a material list of work completed. The job sketch and material list will accompany the fabricated material to the job site. The above signatures will include employee's name, book number, and date work was completed.

98. Any shop intending to fabricate under this section of the agreement shall notify the Business Manager before commencing work.

99. The off-site work condition may be terminated if an employer is found to violate the conditions or the intent. Such termination to be the decision of the Joint Arbitration Committee.

100. a) Pipe, fittings and pipe formations 2½" and larger can be fabricated off site.

b) pipe, fittings and pipe formations 2" and under shall be fabricated on the job site, in its entirety. Pipe 2" and under may be fabricated off the job site if adverse conditions occur at the discretion of the Employer and the Business Manager. Adverse conditions can mean, but are not limited to, lack of space, pilferage, insufficient electrical requirements or bad safety

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conditions. Nipples 2" or under shall not be over six inches long. (2½) or over may be eight inches long.

101. All fabrication must be done in the shop of an Employer who is a duly Licensed Plumbing Contractor and is signed to this Agreement.

NOTE: Fabrication has been negotiated into this agreement for the purpose of doing all work on or off site by members of Local Union No. 1. No employer is to order frames, pipe, fittings or pipe formations cut to sketch from others not a party to this Agreement.

102. TOWER WORK, BRIDGES, ELEVATED HIGHWAY OR BUILDINGS: Where pipe is being installed fifty (50) or more feet vertically in a "free-drop" from its base, journeymen and apprentices shall receive one (\$1.00) dollar per hour more than the standard rate of pay.
103. WELDING, BRAZING: Welding or brazing pertaining to plumbing or any other work controlled by the Union shall be done on the job or in the shop by journeymen plumbers represented by Local Union 1, which has jurisdiction in the territory where the work is being installed. Whenever a journeyman and apprentice are welding galvanized pipe or stainless steel or any other pipe that gives off poisonous gases the Employer shall furnish one (1) pint of milk in the morning and one (1) pint in the afternoon per person for the prevention of poisoning.
104. A journeyman, when welding or brazing, shall not work alone.

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105. Whenever galvanized pipe is to be welded, the Employer shall furnish adequate equipment for proper ventilation.

ARTICLE XIII

Job Operations

106. The health and safety of the men is of prime importance. Therefore it is understood that no man can be expected to work beyond his capacity.
107. TWO MAN TRADE: — Men shall be employed in equal numbers including apprentices within the scope of the ratio set up by the Joint Apprentice Committee. Working Foreman is to be included in the even numbers, non-working foreman not part of the even numbers. A two man job will be allowed an apprentice in addition to the two men provided it is within the shop ratio. Except one and two family houses where a Building Trades Journeyman and a Building Trade Apprentice shall be permitted to work as a team at the prevailing rate.
108. Among the operations that are to be considered of the "one-man" type the following will be included.

- (1) Installation of bathroom accessories such as paper holders, toothbrush holders, towel bars, curtain tie racks, grab rails, glass holders, mirrors, soap holders, soap dispensers, soap tanks, etc., and piping in connection therewith, etc.
- (2) Plumbing fixture trim such as handles, escutcheons, seats, etc., flushometers, faucets,

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sink wastes, shower heads, laboratory fittings, traps, wastes, water supply lines, etc. The term "water supply line" shall be construed as the pipe from the wall fittings and supply fixtures, and shall not be interpreted to mean pipe which is more than three (3) feet from the fixture to which such pipe will be connected or any pipe which is over one (1") inch in diameter.

- (3) The installation of floor flanges, water-closets, lavatories and sinks or other plumbing fixtures or appliances which do not weigh more than 40 lbs. or measure more than 24" by 24" shall be a one-man-operation.
109. The above partial listing shall not be construed as all inclusive. This provision must be construed in a liberal and practical manner.
110. On certain operations more than one plumber will be required, such as working on scaffolds or places that might be unsafe or which are impossible for one man to handle.
111. In the event of any dispute as to what might constitute more than a one man operation, the following procedure is to be used:
- (1) The complainant shall be the Steward on the job.
 - (2) The Steward must immediately notify the Business Agent of the nature of the complaint.
 - (3) If the Business Agent and the Employer cannot agree on a settlement, then the Business Agent shall inform the Chairman of the Joint Arbitration Committee of the complaint to be processed in accordance with Article XVII of this Agreement.

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ARTICLE XIV

Tools

112. THE EMPLOYER IS TO FURNISH ALL TOOLS and equipment necessary to make a complete plumbing and piping installation and no employee is to furnish any tools except the Rule and Wiping cloths. All tools and equipment (scaffolds, ladder, etc.) shall at least meet the standard set by the Safety Division of the New York State Department of Labor and the Joint Arbitration Committee.
113. THE EMPLOYER MAY KEEP A RECORD of his tools to guard against loss. Journeymen who receive tools from the Employer and for which a receipt is given to the Employer, shall be responsible for such tools lost. The Union will require journeymen to replace or pay for lost or missing tools furnished by the Employer and for which the latter holds a receipt from his journeymen. Responsibility rests with the journeymen during working hours only.
114. When the Employer elects to use a man in a storeroom for the purpose of caring for, issuing and receiving, and generally handling tools, the person assigned to this work shall be a competent journeyman.

ARTICLE XV

The Plumbing Industry Board Plumbers Local Union No. 1

115. THE PLUMBING INDUSTRY BOARD in the jurisdiction of Plumbers Local Union No. 1 shall consist of an equal number of Union represent-

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atives and employer representatives as set forth in the Rules and Regulations of the Plumbing Industry Board as amended and said Rules and Regulations shall be binding upon the Union, the Association, the employers and employees.

ARTICLE XVI

Miscellaneous

116. Journeymen and apprentices shall not report for work earlier than 7:45 A.M. at shop or job. Employees failing to comply with this provision will be removed from shop or job. Employees shall start work at eight (8:00) A.M. from shop, ground, shanty or locker. Where a shanty or locker is on an upper floor, an employee must be given enough time to get to the ground floor at 3:30 P.M. When ordered to report to a shop the Employer shall furnish transportation to the job and return.
117. Where it is necessary to cross water to reach a job and there is no standard means of transportation available, the Employer prior to entering into contract, shall meet with the Union to agree on method and conditions of transportation. If unable to furnish such transportation, employees on the job shall receive board. Where it is necessary to cross water by boat, employees shall not report to the dock earlier than seven forty-five (7:45) A.M. and they shall return to the mainland not later than 3:30 P.M. When journeymen plumbers are required to leave the jurisdiction of the Local Union to get to a job, and the distance or conditions of travel

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are such that they cannot get home at night the Employer shall pay board and transportation.

118. The Employer shall carry Compensation Insurance on all employees from the time they leave the dock until they return at the end of the working day. The cost of any proper toll charges shall be borne by the Employer.
119. Should the Employer have work in the jurisdiction of another Local Union, at least one (1) journeyman from the territory of the Employer shall be employed for the duration of the job.
120. A journeyman, apprentice or foreman shall not use his own vehicle during working hours for his Employer.
121. In the event that the employee's working clothes, including shoes and ruler, are seriously damaged by fire, water, theft or any other means not during working hours, the Employer shall compensate the journeymen or apprentices for the replacement of these articles, but in no event shall the amount for replacement exceed \$40.00 per man. In the event personal property, including street or dress clothes of the employee are lost or damaged due to fire, theft or water, during working hours, the amount of damage for each man shall be ordinarily limited to \$100.00. In the event the claimed employee's loss exceeds \$100.00 the employee must appeal to the Joint Arbitration Board.
122. The Union reserves the right to have its Business Agents witness all tests. All tests must be "water tight" before the Business Agent is called. Foremen shall notify the Local Union

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twenty-four (24) hours in advance for requested testing. When water is unavailable, piping shall be tested by other suitable methods.

123. If Employers identification tags or other means of identification are used, they shall be issued and returned within the work day.

ARTICLE XVII

Joint Arbitration Committee

124. There shall be a Joint Arbitration Committee to consist of ten (10) members of the Plumbing Industry Board, five (5) members to be appointed from the Union representatives and five (5) members from the Employer representatives. If any vacancies occur they shall be filled by appointment from among the Union or Employer representatives, which made the original appointment, and shall serve for the remainder of the term of the original appointment.
125. A QUORUM of the Committee shall be three (3) from among the Union representatives and three (3) from among the Employer representatives.
126. The Arbitration Committee shall select its own Chairman who shall be an Employer representative and shall preside at all meetings of the Committee. The Arbitration Committee shall select a Co-Chairman who shall be a Union representative.
127. MEETING DATES of the Arbitration Committee shall be determined by the Chairman and Co-Chairman of the Arbitration Committee.

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128. THE COMMITTEE WILL SELECT ITS OWN SECRETARY. If the members of the Committee are unable to agree on a Secretary they will request the full membership of the Plumbing Industry Board to select the Secretary. The person so appointed shall keep a record of the proceedings before the Committee and of all other business which it may transact. By consent of the Committee, the Executive Secretary of the Board may act as Secretary of this Committee.

129. On all matters submitted to the Arbitration Committee the Union representatives shall have one (1) vote and the Employer representatives shall have one (1) vote. All matters coming to a vote in this Committee shall require unanimity.
130. Any and all questions or controversies or disputes arising out of the meaning, application or interpretation of the collective bargaining agreement which cannot in the first instance be adjusted between an employer or employers and the business representative of the Union shall be submitted to the Arbitration Committee. Any such matter must be fully and truthfully submitted by the complainant in writing to the Administrator of the Plumbing Industry Board, who shall cause an immediate and thorough investigation to be made and completed within three (3) days unless the Executive Committee otherwise directs. A copy of all complaints must be forwarded to the Union and to the Association. If, however, the matters concern an unaffiliated contractor a copy of the complaint must also be forwarded to such employer.

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131. Upon completion of the Administrator's investigation the matter in controversy shall be submitted for determination to the Arbitration Committee. The Arbitration Committee shall hold a hearing on such matter as soon as possible as jointly determined by the Chairman and Co-Chairman of the Arbitration Committee. The Committee shall hold a full and fair hearing at which each party to the matter in controversy shall be given a full opportunity to present such relevant evidence as he desires on his behalf. Within ten (10) days after the hearing has been completed the Committee shall issue an award in writing, a copy of which shall be sent by certified mail to each party in the matter.
132. The Committee may formulate rules and regulations governing its procedure and the conduct of hearings. It shall consider each case on its own merits. The failure of any of the parties interested in any matter in controversy to attend any hearing shall not delay the proceedings or affect the Committee's power to proceed and render a decision.
133. The Committee may restrict attendance at its hearings to such persons and their representatives and witnesses who are directly interested in any matter submitted for decision.
134. Any member of the Arbitration Committee who is directly interested in any matter in controversy submitted to the Committee as employer or employee shall be disqualified from sitting on the hearing of that matter, in which case a Temporary Committee member shall be appointed. Members shall be appointed by the

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- respective Chairman and/or Co-Chairman of the Plumbing Industry Board, from the group the disqualified member represents.
135. The Committee shall have the power to render a decision determining the facts in dispute and to order the parties thereto to take such action as may be necessary to assure compliance therewith.
 136. In the event any Employer or Employee shall refuse or fail to abide by the determination or decision of the Committee, unless a timely appeal is taken therefrom, the Committee may order the Union or the Association as the case may be, to take such disciplinary action as in the circumstances may be reasonable and proper.
 137. The Chairman of the Committee will make an official report to the Plumbing Industry Board with respect to all matters from which no appeal is taken. The Executive Secretary will give him such aid as he may require in the preparation of his reports.
 138. The Union and any Employer adversely affected by the decision shall have the right to appeal to the Plumbing Industry Board by filing a written appeal with the board within ten (10) days after a decision has been mailed.
 139. If the Plumbing Industry Board after reviewing the matter fails to reach a decision upon the appeal, the matter may be submitted to further arbitration by one of the following methods:
 140. I. The selection of an Arbitration Board of three (3) members, not members of the Plumbing Industry Board, the Association to select one (1)

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arbitrator and the Union group to select one (1) arbitrator, and the two arbitrators so chosen to select a third arbitrator, or

141. II. The Plumbing Industry Board shall select an impartial umpire to sit and review the case and he shall have the power by his vote to make a decision with the same effect as though the Board had reached such decision in the first instance by a proper vote of its full membership, or
142. III. The matter shall be referred to the New York State Mediation Board, which shall designate a staff member for final decision.
143. IV. If the Board fails to select one of the three methods hereinbefore set forth, then the matter must be submitted for decision to the New York State Mediation Board.
144. The decision rendered under any one of the three plans hereinbefore set forth shall be final and binding upon all the parties to the dispute.
145. In the event any Employer or the Employee shall refuse or fail to abide by a decision hereunder, the Board may order the Association or the Union as the case may be, to take such disciplinary action as in the circumstances may be lawful, reasonable and proper.
146. Every Employer and the Union parties in the Collective Bargaining Agreement shall be deemed to have obligated himself to submit any dispute that may arise out of the existing Collective Labor Agreements to the Arbitration Committee in accordance with the provisions hereof and the arbitration laws of the State of

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New York and to be bound by the decision of the Arbitration Committee or the decision on appeal which shall be enforced against such employer, employee, Association or Union in accordance with the laws of the State of New York. Members of the Union shall still be subject to Union discipline.

147. In the event the Committee shall adjudge any employer guilty of any violation of this agreement, it may, in addition to any of the decisions, orders or awards which it may make in the premises, impose a fine in money which shall be paid by such person, firm or corporation within three (3) days after the imposition of such fine. The amount of the fine shall be discretionary with the Committee. The amount of the fine shall be such as to offset any advantages gained by reason of such violation and in addition thereto to impose an appropriate and fair penalty therefor. The Committee may, in addition to any of the decisions, orders, awards or fines which it may make or impose in the premises, require that all journeymen plumbers and apprentices employed in the shop of a guilty employer, be removed from employment in said shop for such period of time determined by the Committee, and that during such period such employer may be required to hire a job steward for each of his or its jobs and placed there by the Union.
148. In the event there is a reasonable basis for the belief that a member of Local Union No. 1 aided or abetted an employer or acted in concert with his employer to violate the Collective Bargaining Agreement herein referred to or this Agree-

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ment, then the Committee may conduct an inquiry respecting said matter, and require the attendance of any person involved therein. After hearing the matter the Committee shall decide the same and make recommendations to the Union for action deemed appropriate.

149. Resignation or expulsion of an employer from the Association shall not terminate liability for any penalty or fine imposed by the Committee. All fines collected under this Agreement shall be paid to the Plumbing Industry Board and shall be used in such manner as may be determined by the Executive Committee.
150. The Arbitration Committee shall formulate and adopt such rules and regulations as may be necessary to effectuate the purpose herein set forth.

ARTICLE XVIII

Inspection of Books and Records

151. THE EMPLOYER agrees to keep his labor pay-rolls and job and time books and compensation books available for joint inspection by representatives of the Union, the Association and the Accountant of the Plumbing Industry Board who shall be permitted to examine same to determine if the employees are receiving wages as provided for in this Agreement, also to check the Fringe Benefits, Compensation and Insurance payments. This does not mean cost and progress records at job or office. The Employer agrees to provide adequate Workmen's Compensation Insurance, Unemployment Insurance, Social Security or any other Fund mutually

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agreed upon by both parties, and any such other insurance required under the statutes or otherwise under the City of New York, State of New York, United States Government, or any other Division, Agency or Bureau of any of them. Each Employer shall provide all such insurance even though two (2) persons or less are in his employ, all in accordance with the law of the locality where the work is done. New York State Sickness and Disability Insurance shall be carried on the journeymen and apprentice plumbers through the Local Union Welfare Fund.

ARTICLE XIX

Interpretation of Agreement

152. No contracts or understandings inconsistent with or contrary to the terms of this Agreement shall be made between the Association and the Union either as individuals or groups.
153. If the Union during the terms of this Agreement enters into any collective bargaining agreement with respect to the work covered under this agreement, which contains terms and conditions of employment more favorable to any employer than those contained in this agreement, then and in that event the Union agrees to amend this agreement to conform to such terms and conditions of employment.
154. No other understandings or agreements exist between the parties hereto or their members, and this Agreement contains the complete understanding between and among them. All prior agreements and understandings, oral or

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written, shall terminate upon the taking effect of and shall be superseded by this Agreement. No amendments or modifications of this Agreement shall be valid unless it is agreed to by the Association and the Union and reduced to writing.

155. In the event of any conflict between the terms, conditions and provisions of the Agreement and the Constitution and By-Laws of the Association and the Union, this Agreement shall be controlling. The parties shall cause appropriate changes to be made in the respective Constitutions and By-Laws to make them consistent with the provisions of this Agreement.
156. Should the Courts decide any part of this Agreement to be illegal, the remaining parts shall not thereby be invalidated; it being the sole interest and purpose of this Agreement to promote peace and harmony in the craft along lawful lines.
157. This Agreement does not deny the right of the Union or its representatives to render assistance to other labor organizations by removal of its members from jobs when necessary and when the Union or its proper representatives decide to do so, but no removal shall take place until one (1) working day's notice to the Employer involved or to his representatives to protect his interests, and provided further, that such removal is not contrary to any existing law. This provision applies only in cases where the employing plumber is not involved.

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ARTICLE XX

Standards of Apprenticeship

Foreword

158. The Contracting Plumbers Association of Brooklyn and Queens, Inc., and Local No. 1, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada have jointly prepared these Standards of Apprenticeship for the employment and training of apprentices.
159. These Standards have as their broad purpose the establishment and maintenance of high standards of workmanship and the development of knowledge of the technical and theoretical aspects of the plumbing industry.
160. In view of the nature of the business of the plumbing industry and the inherent responsibility of both the employer and the Union to provide the maximum in highly skilled service, it is essential that the apprentices be broadly trained in all of the mechanical aspects of their craft. This end is to be obtained through providing each apprentice with systematic work experience in all of the divisions of the trade under the direction of competent mechanics. In addition, highly skilled craftsmen must be capable of exercising independent judgement, of understanding the theory underlying the work, and of advancing, in time, to positions requiring leadership and responsibility. To assure the best results, the apprenticeship system is placed under the general direction of the Joint Apprenticeship Committee for the plumbing craft consisting of representatives of the Con-

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tracting Plumbers Association of Brooklyn and Queens, Inc., and the United Association of Journeymen Plumbers, Local No. 1.

161. A Joint Apprenticeship and Training Committee consisting of equal representation from the Union and the Association shall continue to formulate, adopt and administer apprenticeship standards to meet the needs of the Plumbing Industry in the area of the Counties of Kings and Queens.
162. The Apprenticeship and Training Committee shall make every effort to conform as nearly as local conditions permit, to the standards of the National Joint Apprenticeship Training Committee.

ARTICLE XXI

Policy

163. On and after the date of the signing of these Standards it shall be the policy of the Employers and the Union that all apprentices shall be employed in accordance with the terms of the Standards of Apprenticeship.
164. The number of Apprentices to be indentured is to be decided by the Executive Committee of the Plumbing Industry Board of the Joint Apprentice Committee cannot agree as to the number to be indentured. Each employer must employ apprentices as they are available according to the number of his journeymen, under this schedule:

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- 1 apprentice if 2 plumbers are employed
2 apprentices if 7 plumbers are employed
3 apprentices if 12 plumbers are employed
4 apprentices if 17 plumbers are employed
5 apprentices if 22 plumbers are employed
6 apprentices if 35 plumbers are employed
7 apprentices if 50 plumbers are employed
8 apprentices if 70 plumbers are employed
9 apprentices if 85 plumbers are employed
10 apprentices if 100 plumbers are employed

But at no time more than ten (10) apprentices to any shop. Apprentices may be permitted one half hour off on their school day with pay.

165. This Agreement shall be in full force and effective as of August 8, 1975 and shall remain in force until August 3, 1978. One Hundred and Twenty (120) days prior to the expiration of this Agreement a conference of all parties hereto shall be held for the purpose of consummating a new Agreement.
166. This Agreement supersedes all prior drafts, copies or agreements.

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Dated November 19th, 1975.

Joint Negotiating Committee

Signatories for the Contracting Plumbers
Association of Brooklyn & Queens, Inc.

Rginald I. Ollen, Chairman

Sidney Blau

Charles P. Bennett

David Gwanter

Salvatore V. Giardina

Harvey B. Rehner

Herbert Greenberg

Melvin Fein

Samuel Levine

Charles Vascellaro

Leon H. Novak

Samuel Mindel

Richard Turchiano

Andrew J. Desiderio

George V. Whalen, Secretary

Signatures for Plumbers

Local Union No. 1, U.A.

Anthony Dacunto, Co-Chairman

Vincent Giordano

Thomas Parrella

Oscar Katims

Jack Korman

Patrick Rooney

Donald Sclafani

Ralph Tardio

Charles Zerner

James V. Hart, Co-Secretary

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167. The Undersigned plumbing contractor hereby agrees to be bound as an "employer" by all of the provisions of the Collective Bargaining Agreement heretofore entered between Contracting Plumbers Association of Brooklyn and Queens, Inc. and Local Union Number 1 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada and all amendments to said agreement to date, and also by all of the provisions of the Agreement and Declarations of Trust establishing Welfare Fund, Plumbers Local Union No. 1 Pension Fund, Plumbers Local 1, Additional Security Benefits Fund and Vacation Expense Fund, Holiday Fund, Trade Education Fund, Plumbing Industry Board, Plumbing Industry Promotion Fund and by any amendments thereto and hereby authorizes the appointment of the Trustees and Substitute Trustees to administer said Funds as provided therein, and accepts such Trustees as if made by me and hereby agrees to be bound by the acts and decisions of such Trustees effective for the period August 8, 1975 to August 3, 1978.

This agreement shall be binding upon the Union and the Employer when signed by the Employer and countersigned on behalf of the Union by the Business Manager or Secretary-Treasurer of the Union, if designated to do so by the Business Manager.

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IN WITNESS WHEREOF the parties have executed this Collective Bargaining Agreement this

22 day of JAN., 1976

Plumbers Local Union No. 1
of the United Association of
Journeyman and Apprentices of
the Plumbing and Pipe Fitting
Industry of the United States
and Canada

By: [Signature]
Business Manager or Secretary-
Treasurer

ACTIVE FIRE SPRINKLER
(Employer)

By: [Signature]
PRES. (Name and Title)

Employer Information BLD. 50
Principal Business Address BROOKLYN NAVY
YARD, BROOKLYN, NY.

Other Business Locations

Telephone Number 834-8300

Name of Licensed Master Plumber (s) MORT
HIRSCH

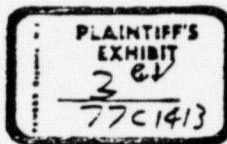
[Signature]
Corporate Office

New York City License Number 11918

NOTES

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Teamsters' Local 918



THIS AGREEMENT made and entered into this 18th day of August 1974, by and between Local 918, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, its successors and/or assigns (herein called the "Union"), having its offices at 2137-2147 Utica Avenue, Brooklyn, New York, and Active Fire Sprinkler Corporation, located at Building #50, Brooklyn Navy Yard Brooklyn, New York

(herein called the "Employer")

W I T N E S S E T H :

SECTION I. RECOGNITION

The Employer recognizes and acknowledges the Union as the sole and exclusive bargaining agency for all of its employees excluding office, clerical, supervisory, foremen, guards and watchmen.

SECTION II. SCHEDULE "A"

Attached hereto and made a part hereof is "SCHEDULE A", a schedule of hours, wages, classifications, holidays, vacations and other sundry conditions of employment.

SECTION III. UNION SHOP

A. All employees covered by this Agreement and employed for a period of thirty (30) calendar days from the effective date of this Agreement, or from the date of employment, whichever is later, shall join the Union, and thereafter remain members of the Union as a term and condition of employment.

B. The employer may discharge, during the thirty (30) calendar day probationary period, any new employee without recourse.

C. The Employer shall discharge any employee covered by this Agreement upon receipt of written notice from the Union that said employee is not a member in good standing of the Union, (non-payment of dues and/or initiation fee).

SECTION IV. DISCHARGE

A. The Employer shall have no right to summarily discharge except for: insubordination, dishonesty, theft, drunkenness, or assault. Immediately upon discharge, the Employer shall notify the Union, in writing, by registered mail, of the alleged reasons for the discharge. Should the Union dispute the discharge and in the event that the matter cannot be adjusted between the parties within forty-eight (48) hours, it shall be settled by arbitration as hereinafter provided. Should the employee be found innocent of the charges, he shall be reinstated immediately with full back pay from the date of discharge.

B. Should the Employer have a grievance or complaint, other than those set forth above, he shall notify the Union in writing, by registered mail, of his complaint. If the parties cannot adjust the same within forty-eight (48) hours, it shall likewise be referred to arbitration as provided in Section VIII.

SECTION V. DISCRIMINATION

The Employer agrees that he will not discriminate in the hiring of employees or in their training, up-grading, promotion, transfer, lay-off, discipline, discharge or otherwise, because of race, creed, color, national origin, political affiliation, sex or marital status.

SECTION VI. MODIFICATION OF AGREEMENT

Neither the Employer nor any individual employee or group of employees shall have the right to modify or waive any of the provisions of this Agreement. The Employer will not enter into any individual agreements or arrangements with any of his employees covered by this Agreement. Any modification must be in writing duly executed by an authorized agent of the Employer and by the President, Secretary, Treasurer or Director of the Union. The Union may request that all negotiations for modification be held in the presence of a Union Negotiating Committee during regular working hours.

SECTION VII. CHECK-OFF

A. The Employer agrees that he will deduct from the salary of any present or future employees covered by this Agreement, who have signed a deduction authorization agreement, once a month, out of the first salary payable in each month, the amount of dues and initiation fees the employee is required to pay the Union for the month. Such monies, when deducted, shall be deemed to be held in trust for the exclusive use and benefit of the Union, until paid over to the Union by the Employer. As to new employees, the Employer will deduct from their salaries such amounts as the Union will bill the Employer for the purpose specified.

B. Once a month, within one (1) week from the date of such deduction, the Employer will transmit the money, billed and deducted, to the Union.

C. The Union agrees that it will file with the Employer, written authorization for such deductions, prior to the time such deductions are made.

D. In the event that the Employer fails to remit said dues and initiation fees within the time set forth hereinabove, the Union may deem it a breach of contract and shall have the right to call a work stoppage without further notice. The Union shall also have the right to demand that the Employer, after such breach, post a surety company bond, in a company authorized to issue bonds in the State of New York, in a sum equal to ten times the average monthly dues and initiation fees, to guarantee the faithful performance of this Agreement.

SECTION VIII. ARBITRATION

A. All complaints, disputes, and grievances arising between the parties to this Agreement, except as to non-payment of dues, initiation fees and insurance fund, which may be sued for directly in a Court of competent jurisdiction, at the option of the Union, involving questions of interpretation or application of any clause of this Agreement, or any act or conduct in relation thereto, directly or indirectly, shall be presented by the party asserting a grievance to the other party. Both parties shall thereupon attempt to adjust the dispute, and if no adjustment can be arrived at within forty-eight (48) hours, the matter shall be submitted for arbitration to the New York State Board of Mediation, one of whose staff members shall arbitrate the same upon the request of either party.

B. Where a dispute is submitted for arbitration, such action shall be considered a final and binding submission by both parties hereto. Thereafter, should either of the parties fail to attend the hearing set by the Arbitrator, after due notice thereof, the Arbitrator shall be empowered to proceed with the hearing in the absence of either party, and shall be empowered to render a final decision and award. The decision of the Arbitrator shall be made in writing and shall be final and binding upon the parties hereto. Employee witnesses shall suffer no loss in pay for appearances at arbitration hearings.

C. If the Employer is not in default in complying with the decision of the Arbitrator, the Union shall not engage in any strike, picketing, boycott or walk-out. If the Union is not in default in complying with the decision of the Arbitrator, the Employer shall not engage in any lockout.

D. The cost of such arbitration shall be borne equally, by the Employer and the Union.

SECTION IX. SAFETY PROVISIONS AND LOST TIME PAY

The Employer will make reasonable provisions for the safety and health of his employees and shall comply with all Federal, State and Local requirements for safeguards and cleanliness. Should an employee be injured at the plant and is unable to continue working as a result of the injury, he shall be paid for the entire day. Should he lose time during the day thereafter for treatment for injuries suffered while employed, he shall be paid for lost time and the same is to be counted as time worked for the purpose of computing overtime pay. No employee shall lose his job as the result of such injury. If he is physically able to perform, after he has recovered from the injury, he shall be entitled to resume his job.

SECTION X. LOCKERS AND DRESSING ROOMS

The Employer shall furnish and maintain, to and for the use and benefit of all employees, adequate locker facilities or a suitable dressing room.

SECTION XI. WORK STOPPAGE

Where an unauthorized work stoppage or strike occurs, the Union will make immediate efforts to return the strikers to their respective jobs, and shall request the strikers to cease any action which may affect production. The Employer agrees, in consideration of the performance of the Union of the aforesaid undertakings, to absolve the Union, its officers, agents, or strikers, of any liability by suit for damages for breach of contract, or of any kind or character whatsoever. It is distinctly understood and agreed that the Union will not be held liable for any unauthorized or outlaw strikes or the individual acts or actions of any employee or group of employees.

Should any employee or group of employees fail to report to work after being notified by the Union to do so, the Employer shall have the right to summarily discharge the aforesaid employee or groups of employees.

SECTION XII. MILITARY SERVICE

All military leaves shall be as provided by law. In any event, employees upon returning from military service shall be restored to their former positions at the prevailing rate of pay, on the basis of seniority, and the time spent in military service is to be considered as time actually employed by the Employer. Re-instatement, however, must be applied for within ninety (90) days after being honorably discharged, and the applicant must be physically able to work.

SECTION XIII. REDUCTION OF BENEFITS

A. Nothing in any provision of this Agreement shall be so construed as to affect a reduction in the wage rate of any employee, or to increase the number of hours per week which the employee shall be compelled to work in order to earn his present weekly salary.

B. Any employee enjoying wages, hours or conditions more favorable than required by the Agreement, shall continue to receive the same, it being understood that this Agreement shall not be construed as to permit diminution of any existing benefit.

SECTION XIV. SENIORITY

In the event of a slack season or insufficient work, the Employer shall, upon notification to the Union, have the right to lay off one or more employees. In the event of a layoff, seniority shall prevail, i.e., the employee with the least tenure shall be the first laid off, and upon any rehiring, the employee with the greatest tenure shall be the first rehired.

SECTION XV. SAVINGS CLAUSE

Should any part of this Agreement or any portion thereof be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction or by the decision of an authorized

governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. Should the parties be unable to agree on substitute provisions, the matter shall be referred to arbitration as herein provided in Section VIII. The remaining parts and provisions of this Agreement shall remain in full force and effect.

SECTION XVI. SURVIVAL OF CONTRACT

A. The Employer shall be bound by the terms of this Agreement, not only as to the location of the Employer's place of business as above mentioned, but also as to such other locations and places of business the Employer now has or may have hereafter.

B. The Employer shall not sell, transfer, assign, nor enter into partnership, consolidate or merge with another person, firm, or corporation, unless the new person, firm or corporation assumes all accrued obligations to the employees covered by this Agreement and agrees to be bound by the terms and provisions of this Agreement.

Before any sale, assignment, or other change in name or ownership is made, the Employer shall notify the Union by either certified or registered mail of the contemplated sale, assignment or change at least two weeks prior to said change.

C. This Agreement shall be binding upon the executors, administrators, legal representatives, successors and/or assigns, and shall survive any sale, change of name, change of location or place of business, reorganization, incorporation, or other change.

SECTION XVII. SHOP STEWARD

A. There shall be at all times in each shop or place of business of the Employer, at least one Shop Steward designated by the Union.

B. Shop Stewards shall suffer no loss of pay for time spent by them during working hours in the performance of their duties, pursuant to terms of this Agreement. The Employer shall recognize an employee as Shop Steward only after having received written notice of his selection or designation by the Union. The Shop Steward shall be the last to be withdrawn by the Employer from employment in case of insufficient work or slack season, and the first one rehired. Under no circumstances shall the Shop Steward be discriminated against by the Employer. The Shop Steward has the right to be present and working at all times when the plant is open and operating.

C. Neither the Shop Steward nor any shop committee or group of employees covered by the Agreement, is authorized to cause or engage in any strike, slow-down or stoppage in the shops or places of business of the Employer, or order the discharge of any employee, nor shall he for any purpose whatever, be deemed the agent of, or authorized to act for, the Union.

SECTION XVIII. BULLETIN BOARDS

The Employer agrees to furnish for the sole use and benefit of the Union, adequate and appropriate bulletin boards in conspicuous places in the places of business of the Employer, which shall be known or referred to, as the Union Bulletin Boards. Failure on the part of the Employer to furnish the same within two (2) weeks after the signing of this Agreement shall give the Union the right to purchase the same and charge the cost, including installation, to the Employer.

SECTION XIX. UNION REPRESENTATIVES

A. Only duly authorized representatives of the Union shall have access during working hours, to the premises of the Employer or any

place of work under the jurisdiction of the Employer, and shall be permitted to make inspection of membership cards of all employees and of the Employer's payroll records of the units covered by this Agreement for the purpose of ascertaining whether the provisions of this Agreement are being duly complied with by the Employer in good faith, or in regards to any matter connected with the terms of this Agreement.

B. The President, Secretary-Treasurer or Director of the Union, or their duly authorized representatives so designated in writing, shall be the representatives of the Union, and no other person or persons are to be deemed agents of the Union, for the purpose of this Agreement, or for any other purpose.

SECTION XX. LEAVE OF ABSENCE

Leaves of absence without pay will be granted to employees for good cause up to three (3) months subject to reasonable extension. Good cause for granting a leave of absence shall include personal illness or accident, death or serious illness in the immediate family, and attending to Union Business. A leave of absence shall not affect an employee's seniority rights. Seniority rights shall accumulate while an employee is on a leave of absence.

SECTION XXI. TERM OF AGREEMENT

This Agreement shall go into full force and effect for a period of three (3) years from the date thereof. This Agreement shall be deemed thereafter to be renewed from year to year unless either party notifies the other in writing, by Registered or Certified Mail, at least sixty (60) days before the expiration date, of its desire to amend, alter, or modify said Agreement on such expiration date. Upon giving notice, depending upon the request, the Agreement shall either be negotiated for the purpose of modification, or it shall be deemed to expire as of said expiration date. All wage increases and other benefits secured by negotiation or otherwise, shall be retroactive to the date of the expiration of the existing Agreement. The parties to this Agreement are in accord that this contract may be reopened by the Union on the anniversary dates of the execution thereof, for the purpose of possible adjustment of wages, minima, working conditions and fringe benefits, and for the purpose of such reopening, notwithstanding anything to the contrary, any prohibition against work stoppage contained herein shall be inapplicable. The term of this Agreement shall commence August 18, 1974 and shall expire August 17, 1977

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, and have hereunto set their hands and seals the day and the year first above written.

Active Fire Sprinkler Corp.

By: [Signature]

Local 918, an affiliate of the
International Brotherhood of
Teamsters, Chauffeurs, Warehousemen,
and Helpers of America

By: [Signature]

- 7 -

A 204

SCHEDULE "A"

1. HOURS OF WORK - A week's work shall consist of Forty (40) hours divided into five (5) days of eight (8) consecutive hours each, performed approximately between the hours of 8:00 A.M. and 4:30 P.M. from Monday to Friday each week, with a lunch period as near to the middle of the work day as possible. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one (1) day, forty (40) hours in any one (1) week, and for all work performed on Saturday. Double Time shall be paid for work on Sundays. Time and one-half plus holiday pay shall be paid for work on the paid holidays hereinafter listed. No employees shall be required to work overtime unless the Employer first secures the permission of the Union. Wages shall be paid once a week for all work done prior to the day of payment of weekly wages, and shall be in cash unless the Employer secures a permit from the Department of Labor to pay by check. Payment of wages shall be on company time. Should the Employer establish shifts other than the regular day shift hereinabove set forth, then a differential of 10¢ per hour shall be paid to all employees on the afternoon shift which shall be approximately between the hours of 4 P.M. and 12:01 A.M., and a 10¢ per hour differential shall be paid to employees on the night shift, which shall be approximately between the hours of 12:01 A.M. and 8 A.M.

No employee shall receive less than eight (8) hours of work each day on which he is required to report for work. Should any employee work less than eight (8) hours in any one day, the Employer shall pay said employee a sum equal to the amount he would have received had he worked for an eight (8) hour period. There shall be at least forty-eight (48) hours notice of layoff, except for conditions beyond the control of the Employer and Acts of God. Layoffs shall be on the seniority basis hereinbefore set forth.

2. VACATIONS - a. The Employer shall grant to all of his employees during each contract year, paid vacations in accordance with the following schedule:

DURATION OF EMPLOYER- EMPLOYEE RELATIONSHIP FROM DATE OF HIRE	DURATION OF PAID VACATION
---	---------------------------

One (1) Year

One (1) Week

Two (2) Years

Two (2) Weeks

b. In the event of voluntary or involuntary termination, pro-rated vacation shall be paid at termination date. However, in order to qualify for accumulated vacation pay in the event of voluntary termination, the employee must tender his Employer at least two (2) weeks notice of his intention to quit. Any employee who shall have given such two (2) weeks' notice of intention to quit shall not lose any seniority rights during such two (2) week period and such employee may at any time during the period of such notice withdraw such notice of intention to quit.

c. Vacation schedules shall be agreed upon between the Employer, the employees, and the Union. Employees with seniority rights shall have the privilege, after proper notice to the Company, of choosing the time of their vacations.

d. Vacation money shall be paid immediately before the employee leaves for his vacation period. Paid holidays falling during the vacation periods shall be paid for in addition to the vacation pay.

e. Employees laid off prior to the vacation period shall be paid their vacation monies on a pro-rata basis at the time of the layoff. Should the laid-off employees be recalled, then, at the time of the vacation period, they shall receive the balance due them. Lay-off time up to a maximum of six (6) months in any calendar year, shall be credited as time worked for vacation purposes. In the event of the death of any employee covered by this Agreement, vacation monies shall be paid to the beneficiary designated in the Union Welfare Fund.

3. HOLIDAYS - The employees shall receive the following holidays with pay, regardless of the day of the week on which the holiday falls: New Year's Day; Washington's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Election Day (4 hours); Veterans Day; Thanksgiving Day; Christmas Day.

Should any of the aforementioned holidays fall within the thirty (30) day probationary period referred to in Section III, the employee shall receive pay for such holiday after the probationary period has been completely worked.

4. WELFARE FUND - The Employer herein agrees to contribute monthly, on or before the fifth day of each month to TEAMSTERS' LOCAL 918 WELFARE FUND, its successors, and/or assigns in trust Forty-five Dollars (\$45.00) per employee effective commencing September 1, 1974.

for welfare coverage as stated below, for all employees covered by this Agreement where an Employer-Employee relationship exists with said employees on the first day of the month. Further, immediately upon completion of an employee's probationary period, the Employer agrees to contribute the above stipulated amount to the Fund for the welfare purposes of said employee, provided said employee has completed his probationary period by the twentieth day of the month. Said contributions are to be used for welfare purposes for the sole benefit of employees and their families (where applicable), Union, Welfare Fund, and Pension Fund employees and their families (where applicable), those persons who shall be deemed employees by the Trustees, and the administration of said Fund. The Employer agrees to make available to the Union and to the trustees of the above Fund, any and all payroll records of the units covered by this Agreement that may be required in connection with the sound and efficient operation of said Fund, and all such records that may be required by the Insurance Company, or Companies, covering the employees. If the Fund is required to pay an increase in premiums by any of its Insurance carriers, the Employer herein agrees to absorb said increase. The Employer hereby adopts, ratifies and agrees to be subject to, and bound by, all of the terms and provisions of the Agreement and Declaration of Trust for the Union, dated May 1, 1957, together with any and all amendments thereto heretofore and/or hereafter approved by the Trustees of said Fund, and any and all acts and resolutions heretofore and/or hereafter approved and/or adopted by said Trustees.

SCHEDULE OF BENEFITS

MAJOR MEDICAL HOSPITALIZATION.....	\$1,000.00
LIFE INSURANCE.....	\$2,000.00
ACCIDENTAL DEATH & DISMEMBERMENT.....	
MISCELLANEOUS HOSPITAL EXPENSES.....	BLUE CROSS.....
SURGICAL.....	BLUE SHIELD.....
MATERNITY.....	BLUE SHIELD.....
	HOSPITAL.....
	DOCTOR.....

IN-HOSPITAL MEDICAL.....BLUE SHIELD

FREE EYE EXAMINATION and FREE EYEGLASSES FOR ALL EMPLOYEES COVERED BY THIS AGREEMENT.

COMPLETE USE OF THE FACILITIES OF THE LOCAL 918 HEALTH & WELFARE CENTER FOR EMPLOYEES COVERED BY THIS AGREEMENT AND THEIR IMMEDIATE FAMILIES ("IMMEDIATE FAMILIES" SHALL BE CONSTRUED SO AS TO MEAN SPOUSE, AND CHILDREN FROM THE AGE OF THREE (3) MONTHS UP TO THE AGE OF EIGHTEEN (18) YEARS).

4A. PENSION: The Employer herein agrees to contribute monthly on or before the fifth day of each month to TEAMSTERS' LOCAL 918 PENSION FUND, its successors, and/or assigns in trust Fifteen Dollars (\$15.00) per employee effective commencing September 1, 1974

for all employees covered by this Agreement where an Employer-Employee relationship exists with said employees on the first day of the month. Further, immediately upon completion of an employee's probationary period, the Employer agrees to contribute the above stipulated amount to the Fund, provided said employee has completed his probationary period by the twentieth day of the month. Said contributions are to be used for pension and retirement purposes for the sole benefit of employees and their families (where applicable), Union, Welfare Fund, and Pension Fund employees and their families (where applicable), those persons who shall be deemed employees by the Trustees, and the administration of said Fund. The Employer agrees to make available to the Union and to the Trustees of the above Fund, any and all payroll records of the units covered by this Agreement that may be required in connection with the sound and efficient operation of said Fund. The Employer hereby adopts, ratifies and agrees to be subject to, and bound by all of the terms and provisions of the Agreement and Declaration of Trust for the Union, dated April 13, 1967, together with any and all amendments thereto heretofore and/or hereafter duly approved by the Trustees of said Fund, and any and all acts and resolutions heretofore and/or hereafter approved and/or adopted by said Trustees.

4A.1 In the event that the Employer fails to remit said payments due the Welfare Fund and/or Pension Fund within the time set forth hereinabove, the Union may deem it a breach of contract and shall have the right to call a work stoppage without any further notice. The Union shall also have the right to demand that the Employer, after such breach, post a surety company bond, in a company authorized to issue bonds in the State of New York, in a sum equal to ten times the average monthly payment to the Funds, to guarantee the faithful performance of this Agreement.

5. EMPLOYER'S DUTY TO REPORT NEWLY HIRED AND RE-CALLED EMPLOYEES: The Employer agrees that the names, addresses, and Social Security numbers of newly hired and re-called employees will be reported to the Union within three (3) days of an employee's date of hire or re-employment, as the case may be. Failure to so report shall cause the Employer to pay to and make whole the Union, the Welfare Fund, and/or the Pension Fund for lost Initiation Fees and/or Dues to the Union and contributions to the respective Funds plus interest thereon at the rate of fifteen percent (15%) per annum, as and for liquidated damages therefor for the period between the time such monies became due and payable and the time of collection.

6. WAGES - a) No employee presently covered by this Agreement shall, at any time, receive less than any newly hired employee who performs substantially the same work.

b) All employees covered by this Agreement shall receive wage increases in accordance with the following schedule:

<u>EFFECTIVE</u>	<u>HOURLY INCREASE</u>
August 18, 1974	\$.375
August 18, 1975	.25
August 18, 1976	.25

c) Regardless at the rate at which hired all new employees covered by this agreement shall receive a wage increase of 37½¢ per hour immediately upon completion of a thirty (30) calendar day probationary period and additional wage increases in accordance with paragraph b of this Article.

7. REST PERIODS - There shall be two (2) paid fifteen (15) minute rest periods per day, one during the middle of the first half and one during the middle of the second half of each respective shift.

8. SICK LEAVE - All employees covered by this Agreement shall be entitled to receive paid sick leave during each year of this Agreement in accordance with the following schedule:

<u>DURATION OF EMPLOYER-EMPLOYEE RELATIONSHIP</u>	<u>DURATION OF PAID SICK LEAVE</u>
Two (2) months	One (1) day
Four (4) months	Two (2) days
Six (6) months	Three (3) days
Eight (8) months	Four (4) days
Ten (10) months	Five (5) days
Twelve (12) months	Six (6) days

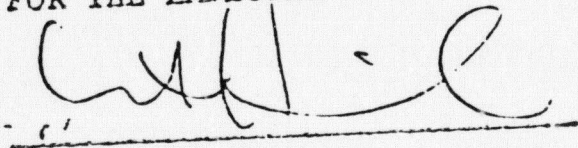
In order to be eligible to receive sick leave, proof of illness must be submitted, if requested by Employer.

9. UNIFORMS - There shall be two (2) uniforms supplied by the Employer and cleaned by the employees at their own expense.

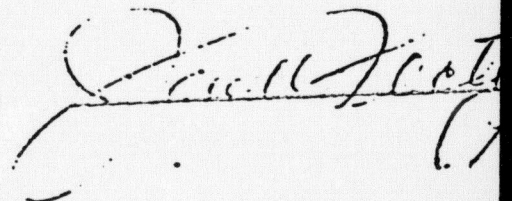
10. BEREAVEMENT LEAVE - Should there be a death in the immediate family of any employee covered by this Agreement, said employee shall receive three (3) days off with pay ("Immediate family" as used in this Section shall be limited to spouse, parent, brother, sister or child).

In order to qualify under this Section an employee must submit an applicable death certificate to this Employer.

FOR THE EMPLOYER



FOR THE UNION



-A5-

A 209

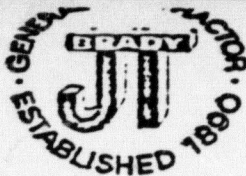
LOCAL 918, I.B. of T.

and

ACTIVE FIRE SPRINKLER CORP.

8/13/74==8/12/77

A210



JOHN T. BRADY & COMPANY

92 11TH AVENUE, P.O. BOX J, NEW ROCHELLE, NEW YORK 10802 - (914) 633-7500

June 17, 1977

Certified #116258

Active Fire Sprinkler Corp.
New York Naval Shipyard
Building #50
Brooklyn, New York 11205

Re: Airport Mail Facility- Phase II
J.F.K. International Airport
Jamaica, New York 11430
Contract #109320-77-V-0004

Att: Mr. Morton Hirsch

Gentlemen:

Your failure to use proper union personnel on your trucks within the site has caused a strike by the Teamsters and a halt to all work on the job affecting us and all subcontractors.

In order to immediately resume the progress on the job, with a minimum of damages to all parties, we are hiring a Teamster to cover your work effective June 17, 1977. The cost of this man is your responsibility and we will charge your account accordingly.

In addition, the Union is requiring that we pay seventeen (17) days back pay for the time your trucks did not use Teamsters. We are paying this charge and likewise will bill your account.

We regret that this action has become necessary. However, for the past month this problem has been present and you have not taken any action to resolve it. No effort was made by your firm to substantiate your position that it is Plumbers' work to drive these trucks and no effort was made to involve the Plumbers Union to resolve same.

Our action will reopen this job immediately and hopefully the time lost and expense involved due to this strike will be minimized.

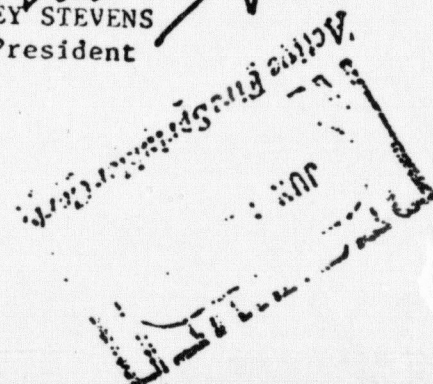


SB:jc
CC:
Tab
Job File
Job Supt
SB
Certified Mail #116258

Very truly yours,

JOHN T. BRADY & COMPANY

Stanley Stevens
STANLEY STEVENS
Vice President



A211

10

Master Union

Telegram

RIC 115(1452)(2 04657E 179)PD 06/27/77 1452

ICS 1PM1ZZ CSP

9146337500 TDXT NEW ROCHELLE NY 32 06 27 0250P EST

FMS ACTIVE FIRE SPRINKLER CORP. NEW YORK NAVAL SHIPYARD BLDG F
50, DLP

PR00-4LYN NY 11205

RE JFX

YOU ARE DIRECTED NOT TO USE ANY VEHICLES ON THE JOBSITE AFTER
TUESDAY JUNE 29 1977. UNTIL SUCH TIME AS THE JURISDICTIONAL DISPUTE
REGARDING DRIVERS IS RESOLVED.

JOHN P BRADY AND CO

NNNN



SF-1201 (R5-69)

109

A212

92 NORTH
NEW ROCHELLE NY 10805

western union

Mailgram



2-042433E181003 06/30/77 ICS IPHMTZZ CSP NYAC
2 4146337500 MGM TDMT NEW ROCHELLE NY 06-30 0223P EST

ACTIVE FIRE SPRINKLER CORP M HIRSH
NEW YORK NAVAL SHIPYARD BLDG 50
BROOKLYN NY 11205

337

THIS IS A CONFIRMATION COPY OF A PREVIOUSLY PHONE-DELIVERED TELEGRAM

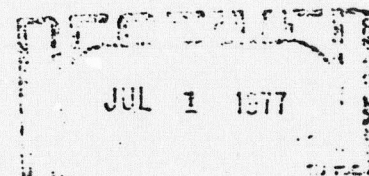
RE JFK

IN ACCORDANCE WITH ARTICLE 8 PARAGRAPH 2 OF OUR SUBCONTRACT
AGREEMENT YOU ARE HEREBY DIRECTED TO IMMEDIATELY SUSPEND ALL WORK AT
THE SUBJECT JOB FOR THE NEXT 3 WEEKS FROM THIS DATE

JOHN T BRADY AND CO

14:23 EST

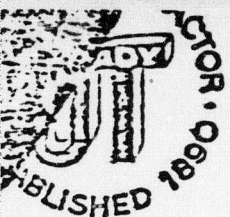
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Active Fire Sprinkler Corp.

A 213

117

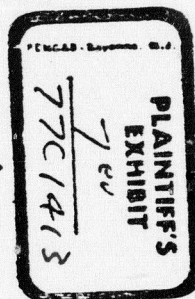


J.C. BRADY & COMPANY

92 NORTH AVENUE, P.O. BOX 1, NEW ROCHELL, NEW YORK 10902 • (914) 633-7500

February 9, 1977

RIDER NO. 1



Active Fire Sprinkler Corp.
New York Naval Shipyard
Building #50
Brooklyn, N.Y. 11205

Airport Mail Facility- Phase II
J.F.K. Internat'l Airport
Jamaica, N.Y. 11430
Re: Contract # 109320-77-V-004

Gentlemen:

Subject to your being approved, as required, as a Subcontractor by the U.S. Postal Service, we hereby accept your proposal for you to furnish all labor, material, tools and equipment necessary or required to furnish, deliver and install in place, complete, without exception, all work specified or required by the following Sections of the Specifications for the Airport Mail Facility at John F. Kennedy International Airport, Jamaica, New York.

Scope of Work:

- 15400- Plumbing
- 15501- Sprinkler System, Automatic, Wet Pipe & Stand Pipe.
- 15502- Sprinkler System, Automatic, Deluge Type
- 15503- Sprinkler System, Automatic, Dry-Pipe
- 15504- Automatic Halon 1301 Fire Protection System
- 15511- Fire Pumps
- 15530- Compressed Air Equipment
- 02500- Exterior Sanitary Sewer & Drainage Systems (Cast Iron Pipe Only)
- 02561- Water Distribution System
- 02760- Fueling Facility

The applicable portions of the following General Sections shall apply:

- 15010- General Requirements
- 15160- Vibration Isolation
- 15180- Insulation of Mechanical Systems
- 15705- Piping for Mechanical Systems

Excluded from this agreement are the following:

1. Excavation and Backfill.
2. Electric Wiring and related equipment.
3. Concrete Work.
4. All cutting and polishing.
5. All painting.
6. All draft curtains.
7. All hood enclosures.
8. Fire alarm and annunciator panel.

A performance and payment bond in the full amount of this contract by an established Surety Company shall be provided and the premium paid by Active Fire Sprinkler Corporation as part of this agreement.

All the above work for the sum of ONE MILLION SEVEN HUNDRED THOUSAND & NO/100 (\$1,700,000.00) DOLLARS.

-Page 1 of 2 Pages-

initial:

ACTIVE FIRE SPRENKLER CORP.

A214

February 9, 1977

JOHN T. BRADY & COMPANY

Port Mail Facility- Phase 1

F.K. Internat'l Airport

Jamaica, N.Y. 11430

Re: Contract # 109320-77-V-004

To: Active Fire Sprinkler Corp.

All of the work is to be done in strict accordance with the General Provisions (PS Form 7391) and the following designated specifications, schedules, drawings and conditions.

Invitation to Bid Specification #109450-76-A-0037, Issued 10/1/76 and the following amendments: #1, dated 10/27/76; #2, dated 11/17/76; #3, dated 12/2/76; #4, dated 12/7/76; #5, dated 12/17/76.

Particular attention is directed to "Division #1 General Requirements" and the General Provisions which are applicable to all contracts and especially Section 01400 "Quality Control Operations".

Particular attention is directed to Specification Section Bid Conditions entitled Affirmative Action Requirements- Equal Employment Opportunity. The required certificate entitled Rider 1A shall be properly executed and returned.

It is specifically understood and agreed that you will sign our standard form of contract and that you will diligently prosecute the work contained herein on time and in the manner directed by us.

Subcontractor shall be responsible for all Local, State and Federal Safety Requirements which affect the Subcontractor's work.

Particular attention is directed to Insurance Requirements as indicated in Division #1, Section 01750.

The provisions and requirements set forth in this letter of acceptance constitutes our entire agreement. Unless we are notified to the contrary of any differences within five (5) days of the date hereof, we will conclude that you are in full accord with the stated terms and conditions.

Should you fail to sign and return to us the original hereof within ten (10) days of the date hereof, we reserve the absolute option to notify you at any time after the expiration of said ten (10) days that all negotiations looking toward an agreement have terminated and that neither of us has any liability to the other whatsoever arising out of or in connection with the above Project.

Very truly yours,

We hereby agree to the above:
ACTIVE FIRE SPRINKLER CORP.

JOHN T. BRADY & COMPANY

*Signed by:

Accepted by:

STANLEY STEVENS, Vice President

Title:

President

Dated:

3/4/77

*Page 1 to be initialed as indicated.

KINDLY SIGN AND RETURN ORIGINAL PROMPTLY

SS:fm

CC:

A 215

Subcontract Agreement

made this 8th

day of March 1977

by and between John T. Brady & Co., 92 North Avenue, New Rochelle, N.Y. 10802, First Party

and ACTIVE FIRE SPRINKLER CORP.

of New York Naval Shipyard, Bldg. 50, Brooklyn, N.Y. 11205

Second

WHEREAS, the First Party has heretofore entered into a contract in writing (hereinafter referred to as the General Contract) with the

United States Postal Service

hereinafter referred to as Owner, to furnish materials and perform labor necessary for the construction of

Airport Mail Facility- Phase II

J.F.K. Internat'l Airport

Jamaica, N.Y. 11430

Contract # 109320-77-V-004

pursuant to certain plans and specifications referred to in said General Contract, copies of which general contract, plans and specifications are in the office of the First Party and have been examined by the Second Party.

WITNESSETH, that in consideration of the covenants and agreements herein contained the parties hereto agree as follows:

ARTICLE I. The term "Architect" as hereinafter employed shall be deemed to include the architect directing the work as agent of the or any other person authorized by the general contract to direct or pass upon any matter or thing connected with the performance of the contract.

The term "Contractor" or "General Contractor" when used in the general contract documents shall be deemed to have reference to the Party in so far as it has application to the work covered by this subcontract.

The words "he," "him" or "his" in referring to the second party includes "it," "its," "they," "them" or "their."

ARTICLE II. The First Party shall pay the Second Party the sum of (\$1,700,000.00)

ONE MILLION SEVEN HUNDRED THOUSAND & NO/100

Progress payments shall be upon the basis of ~~XXX~~ 90% of the value of the work performed, and materials stored as per Sec. 30 (payments), Page 9 of Specs. (RIDER V)

ARTICLE III. The second party shall under the direction of the first party, and to the satisfaction of the architect, the owner of the project, and the first party, perform and complete the following work:

See letter dated February 9, 1977, Marked Rider No. 1, annexed hereto and made a part hereof. Also attached is Rider 1A, dated February 9, 1977.

Also included is Rider II, III, IV and V.

A 216



J.C. IN T. BRADY & COMPANY

52 NORTH AVENUE, P.O. BOX J, NEW ROCHELLE, NEW YORK 10802 - (914) 633-7500

February 9, 1977

RIDER NO. 1

Active Fire Sprinkler Corp.
New York Naval Shipyard
Building #50
Brooklyn, N.Y. 11205

Airport Mail Facility- Phase II
J.F.K. Internat'l Airport
Jamaica, N.Y. 11430
Re: Contract # 109320-77-V-004

Gentlemen:

Subject to your being approved, as required, as a Subcontractor by the U.S. Postal Service, we hereby accept your proposal for you to furnish all labor, material, tools and equipment necessary or required to furnish, deliver and install in place, complete, without exception, all work specified or required by the following Sections of the Specifications for the Airport Mail Facility at John F. Kennedy International Airport, Jamaica, New York.

Scope of Work:

- 15400- Plumbing
- 15501- Sprinkler System, Automatic, Wet Pipe & Stand Pipe.
- 15502- Sprinkler System, Automatic, Deluge Type
- 15503- Sprinkler System, Automatic, Dry-Pipe
- 15504- Automatic Halon 1301 Fire Protection System
- 15511- Fire Pumps
- 15530- Compressed Air Equipment
- 02500- Exterior Sanitary Sewer & Drainage Systems (Cast Iron Pipe Only)
- 02561- Water Distribution System
- 02760- Fueling Facility

The applicable portions of the following General Sections shall apply:

- 15010- General Requirements
- 15160- Vibration Isolation
- 15180- Insulation of Mechanical Systems
- 15705- Piping for Mechanical Systems

Excluded from this agreement are the following:

1. Excavation and Backfill.
2. Electric Wiring and related equipment.
3. Concrete Work.
4. All cutting and patching.
5. All painting.
6. All draft curtains.
7. All hood enclosures.
8. Fire alarm and annunciator.

A performance and payment bond in the full amount of this contract by an established Surety Company shall be provided and the premium paid by Active Fire Sprinkler Corporation as part of this agreement.

All the above work for the sum of ONE MILLION SEVEN HUNDRED THOUSAND & NO/100 (\$1,700,000.00) DOLLARS.

-Page 1 of 2 Pages-

Please initial:

[Handwritten initials]

ACTIVE FIRE SPRINKLER CORP.

A218

bruary 9, 1977

JOHN T. BRADY & COMPANY

Airport #211 Facility - Phase 1

J. K. Internat'l Airport

Salca, N.Y. 11430

Re: Contract # 109320-77-V-004

To: Active Fire Sprinkler Corp.

All of the work is to be done in strict accordance with the General Provisions (PS Form 7391) and the following designated specifications, schedules, drawings and conditions.

Invitation to Bid Specification #109450-76-A-0037, Issued 10/1/76 and the following amendments: #1, dated 10/27/76; #2, dated 11/17/76; #3, dated 12/2/76; #4, dated 12/7/76; #5, dated 12/17/76.

Particular attention is directed to "Division #1 General Requirements" and the General Provisions which are applicable to all contracts and especially Section 01400 "Quality Control Operations".

Particular attention is directed to Specification Section Bid Conditions entitled Affirmative Action Requirements- Equal Employment Opportunity. The required certificate entitled Rider 1A shall be properly executed and returned.

It is specifically understood and agreed that you will sign our standard form of contract and that you will diligently prosecute the work contained herein on time and in the manner directed by us.

Subcontractor shall be responsible for all Local, State and Federal Safety Requirements which affect the Subcontractor's work.

Particular attention is directed to Insurance Requirements as indicated in Division #1, Section 01750.

The provisions and requirements set forth in this letter of acceptance constitute our entire agreement. Unless we are notified to the contrary of any differences within five (5) days of the date hereof, we will conclude that you are in full accord with the stated terms and conditions.

Should you fail to sign and return to us the original hereof within ten (10) days of the date hereof, we reserve the absolute option to notify you at any time after the expiration of said ten (10) days that all negotiations looking toward an agreement have been terminated and that neither of us has any liability to the other whatsoever arising out of or in connection with the above Project.

Very truly yours,

We hereby agree to the above:
ACTIVE FIRE SPRINKLER CORP.

JOHN T. BRADY & COMPANY

*Signed by:

Accepted by:

STANLEY STEVENS, Vice President

Title: President

Dated: 3/4/77

*Page 1 to be initialed as indicated.

KINDLY SIGN AND RETURN ORIGINAL PROMPTLY

SS:fm

CC:

Tab, Job File, Job Supt.

Account File, MK, FM

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to letter of acceptance dated February 9, 1977

As per Specifications Sections Bid Conditions, Page BC-11:

B. Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certifications, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS' CERTIFICATION

Active Fire Sprinkler Corp.

certifies that:

1. It intends to use the following listed construction trades in the work under the subcontract

2. (a) as to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the New York City Plan, it will comply with the New York City Plan on all construction work (both federal and non-federal) in the New York City Area subject to these Bid Conditions; those trades being (Part I has expired; the provisions of Part II of the New York Plan shall apply to this Project; trades should be listed below)

and/or these Bid Conditions to comply with Part II of these Bid Conditions it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the New York City Area subject to these Bid Conditions, those trades being:

and

3. It will obtain from each of the subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

(Subcontractor)

(Authorized Signature)

(Title)

ARTICLE XI. The first party will not, under any circumstances, be answerable or accountable for any fire or theft loss suffered by the second party. No materials delivered on the premises to for part of the work shall be removed therefrom without the consent of the first party, excepting such surplus material as may remain after completion of the work. The First Party shall obtain insurance covering the value of labor and material installed and the Second Party shall contribute to the First Party such proportion of the premiums charged as its contract price bears to the general contract price.

ARTICLE XII. The second party shall employ such number of men as the first party may direct and should the second party at any time refuse or neglect to supply a sufficiency of properly skilled workmen, or of materials of the proper quality and quantity, or become insolvent, or unable to fulfill its obligations as they mature, or in the opinion of the first party, fail in any respect to prosecute the work with sufficient promptness and diligence to insure its completion within the time herein provided, or fail in the performance of any of the agreements on its part herein contained, the first party may at its option, after two days' written notice to the second party, delivered personally or mailed to or left at its place of business, to terminate this contract or any part thereof and may use any materials, implements, equipment, appliances or tools furnished by or belonging to the second party in completing the work and first party may take over any sub-contracts or purchase orders of second party, which sub-contracts and purchase orders second party does hereby assign to first party, effective upon termination or taking over of the work of second party in whole or in part, as herein provided, and first party may at its option (said option, if exercised, to be expressed in said notice above mentioned) itself or through a subcontractor furnish such labor and material or both, in whole or in part, and offset the cost thereof and expenses therefor against any money due or to become due under. Second party shall be liable for any excess cost of completion of work terminated or performed by first party or its subcontractors in whole or in part and shall be entitled to no further compensation whatsoever in the event of complete termination of its unperformed portion of its contract.

ARTICLE XIII. Any provision of the general contract documents, notwithstanding, any taxes imposed or which may hereafter be imposed by municipalities, State or Federal government upon the value of work or material furnished by the second party shall be paid by the second party and second party accepts exclusive liability for any contributions for unemployment, social security, or other insurance covering the employees of the second party, and the addition of this contract price of any tax imposed now or hereafter on labor or materials furnished by the second party is provided. The Contract price, on all billings, shall be adjusted to separately indicate use of sales taxes furnished in the charges made.

ARTICLE XIV. The second party will not enter into any contract with any person other than the first party for the modification or addition of any portion of the premises involved herein pending completion and acceptance of this project and will handle all matters relating to the project solely through the first party unless otherwise directed by the first party in writing.

ARTICLE XV. The second party shall furnish a competent representative who shall be kept constantly at the site during the performance of work to represent the second party for the purpose of receiving notices, orders and instructions, and who shall when called upon by the first party report the general progress of the work at the building or elsewhere.

ARTICLE XVI. Whenever notice in writing may be given to the second party as herein provided, such notice may be mailed to the last known address of the second party.

ARTICLE XVII. The second party agrees not to display on or about the premises any sign, trade mark or other advertisement, and to remove same when so directed by the first party.

ARTICLE XVIII. The assignment by the second party of this contract or any interest therein, or of any money due or to become due by reason of the terms hereof without the written consent of the first party shall be void. Any assignment if consented to will be deemed subject to labor preferences and liabilities imposed upon the first party for unpaid obligations of the second party, or for any other liabilities for which the second party might be held responsible.

ARTICLE XIX. The second party shall procure its materials from such sources and employ such labor subject to such terms and conditions as will result in harmonious labor relations on the site and prevent strikes by other trades. In the event of a strike resulting from a union jurisdictional dispute involving or affecting the labor employed by the second party, then the first party may, at its option, terminate this agreement but shall compensate the second party for the value of labor and material furnished proportioned upon the contract price.

ARTICLE XX. The second party shall promptly place all orders or subcontracts for labor or materials to be supplied hereunder so that same shall be available when required for the orderly progress of the general construction. The second party, on demand, shall advise the first party of the time when and with whom such orders or subcontracts have been placed and, from time to time, the status thereof and authorizes the first party to inquire directly of suppliers or subcontractors as to such status.

ARTICLE XXI. Progress payment for work performed during any calendar month shall be payable within ten days after payment therefor is received by the first party from the owner, provided that the second party has delivered to the first party in proper triplicate form a requisition at least ten days prior to the requisition date established between first party and the owner and which shall be audited and approved by the first party. The estimate of the architect as to the value of the work performed shall be binding on the second party for the purpose of computing the value of the work performed by him at such ratio to the contract price herein as the value so fixed bears to the price upon which the architect based his computation. A balance shall be payable thirty days after the general contract is completed and accepted and the last payment received from the owner, and all drawings, plans and specifications returned to the first party, but in the event any portion of such balance is retained by the owner as guarantee covering the work involved herein, the first party may retain from the second party an equivalent amount until payment thereof is released by the owner, being understood that the second party shall guarantee the labor and material installed by him, for such period and to the same extent as the first party is required by the general contract to guarantee the same. No payment to be made until the second party shall have done sufficient work to fully equal in value the amount of said payment.

PROVIDED, that before each payment, upon demand of first party, the second party shall furnish to the first party an affidavit on a form satisfactory to the first party indicating in detail the unpaid obligations incurred by the second party in connection with or as the result of the performance of this sub-contract, to whom incurred, the amount due or to become due therefor, and, if demanded, procure the delivery to the first party by the material supplier of duplicates of all material invoices and statements, and present receipted bills showing payment of all such obligations incurred and duly receipted certified payrolls indicating full payment to each of his employees of wages earned during the preceding payroll periods and provided that, prior to final payment, the second party, if demanded, shall deliver to the first party, in addition to the affidavits required, duly executed releases of the first party from each of the persons to whom obligations were incurred, together with a similar release executed by the second party. Should the first party pay the final payment or any part thereof without the presentation by the second party of such release, then such payment, and acceptance thereof, shall in itself constitute a release to the first party by reason of any and all things done or performed or pertaining to or arising out of the relationship of the parties hereto as a result of this contract, or the presence of the second party on the site, whether in contract or tort, excepting only any such sums withheld as a guaranty fund or any additional compensation or damage obtained from the owner to which the second party may thereafter become entitled as herein provided. First party at its sole option, may make prepayments without affecting the terms hereof or liability on any bond given by second party.

In the event at any time any obligations incurred by the second party in connection with the result of the performance of the work are unpaid, whether due or to become due, the first party is authorized to make such payment out of any moneys payable to it and the first party may at any time if it so desired make direct payment to the labor employed by the second party, and the second party, its sub-contractors, material supplier and employees, hereby expressly waives the right to file any lien or claim against the premises or the first party; and further, that if in violation hereof, there shall be any lien, or other claim for moneys due or to become due for which the first party might be liable, and which would be chargeable to the second party, second party shall immediately satisfy or bond the first party shall have the right to bond said lien or claim or otherwise discharge the same and to retain out of any payment then due to become due, an amount sufficient to completely indemnify it against such lien or other claim with interest together with the expense of charging such lien or claim or defending suit to enforce such lien or other claim, including any premiums charged for a bond and any and disbursements all of which the second party agrees to pay. Should the first party give the second party notice of any unpaid claim indicates to the first party in writing by registered mail that there is some sum different than that demanded owing, or that there are any And should there prove to be any claim after all payments are made, the second party shall refund to the first party all moneys that be compelled to pay in discharge and defending the same. Any lien or other claim, until satisfied or withdrawn, shall preclude any demand for any payment whatever under or by virtue of this contract.

ARTICLE XXII. It is further mutually agreed between the parties hereto that no payment made hereunder, including the final payment, shall be evidence of the performance of this contract, either wholly or in part, against any claim of the first party, and no payment shall be an acceptance of any defective work or as a waiver of any of the provisions of this contract and any waiver of any of the terms of this contract shall be without prejudice and such waiver shall not be deemed to be continuing or in any way affecting the other terms, provisions of this contract.

ARTICLE XXIII. The first party may at any time prior to or during the progress of the work demand that within ten days of the second party deliver to the first party a duly executed surety company performance and payment bond by a company satisfactory and satisfactory to the first party in the amount of this contract and in a form satisfactory to the first party, and without expense to the first party the failure of the second party to comply herewith shall be grounds for termination as provided in Article XII.

ARTICLE XXIV. Should one or more other contracts, now or hereafter, exist between the parties hereto or with any affiliate company of the first party, concerning this or any other construction project, then a breach by the second party of any contract, or of the first party, be considered a breach of all contracts; and in that event the first party may terminate any or all of the contracts and may withhold moneys due or to become due on any such contracts, and apply the same toward payment of any damages suffered on such contracts.

ARTICLE XXV. Before proceeding with the work under this contract, the second party will accurately check all previous and done by other trades and determine the correctness of same, and failure on its part to detect or report discrepancies will relieve the second party and all claims to recover cost, expense or damage resulting therefrom.

ARTICLE XXVI. And the said parties for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the performance of the covenants herein contained.

ARTICLE XXVII. This agreement cannot be changed or terminated orally.

ARTICLE XXVIII. This agreement is made conditional upon the approval of the second party by the Owner or Architect where such approval is required by the terms of the general contract. The second party shall not sublet any portion of the labor or material involved with the approval of its prospective Sub-Contractor or supplier by the first party and by the Owner or Architect where such approval is required by the general contract.

ARTICLE XXIX. In the event that the Sub-Contractor, its agents, servants or employees, during the course of the job, shall negligently, place of work or property of John T. Brady & Co., or any other subcontractor (including but not limited to scaffolding, etc.) the Subcontractor hereby agrees to save and hold John T. Brady & Co., harmless from, and to indemnify John T. Brady & Co. from and against all demands, damages, causes of action, decrees and judgments by reason of any injury or loss of life to persons or damages to property.

In Witness Whereof

above written,
In presence of

JOHN T. BRADY & COMPANY

Contractor

By

ACTIVE FIRE SPRINKLER CORP.

Subcontractor

By

Morton Hirsch, President

Title

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RIDER II ATTACHED TO AND MADE PART
OF AGREEMENT BETWEEN JOHN T. BRADY
AND CO. AND ACTIVE FIRE SPRINKLER
CORP. FOR WORK TO BE PERFORMED AT
AIRPORT MAIL FACILITY-PHASE II,
JFK INTERNATIONAL AIRPORT, JAMAICA,
NEW YORK, CONTRACT NO. 109320-77-V-004

The provisions of the within agreement are hereby
modified as follows:

Article III - Second Paragraph - delete from lines
5, 6, and 7 the following:

"and regardless of whether the labor or material
hereby sublet are referred to as under one or more
headings in the specifications, it being the in-
tention that all work usually performed by the
trades covered by this agreement and required by
the general contract"

Article IV - Add the following at the end of said
Article:

"Any decision of the architect shall only be bind-
ing to the extent provided in the general contract
and subject to any remedies therein provided, should
the second party demand the exercise of such remedies
in writing and within such time as to enable the
first party to demand such remedies."

"Anything to the contrary herein notwithstanding,
the second party will perform the work as called
for by the plans and specifications enumerated in
Article III, subject to compliance with applicable
codes and regulations and laws, rules and regulations
of governmental authorities, insofar as the same are
applicable to second party's work and are consistent
with such plans and specifications. If any additional
work is required to comply with applicable codes and
regulations and laws, rules and regulations of
governmental authorities inconsistent with such plans
and specifications, the same shall be performed by
the second party as extra work in accordance with
Articles V and IX hereof."

Article V - Add the following as a third paragraph:

"Anything to the contrary herein notwithstanding, the first party at the written request of the second party will protest rulings of the owner and process claims as requested by the second party and institute action or other proceedings as allowed by the general contract in its name for the benefit of the second party and at the cost of the second party. In the event that claims of the second party are the sole claims then the second party may process the same or institute action or proceedings thereon in the name of the first party through the attorney for the second party, but at the sole cost of the second party. The second party will be bound by the ultimate determination on said claim. The first party shall be entitled to its customary overhead and profit on any recovery thereof.

"Anything to the contrary herein notwithstanding, in the event of termination of the general contract as therein provided, the second party shall be entitled to a compensation for work performed, materials on hand or in process of fabrication."

Article VI - Line 4 - change "twenty-four" hours to "seventy-two" hours.

Article VII - First Paragraph - line 8 - delete the words "in the judgment of the first party."

Article VII - Second Paragraph - first line - after the words "agreed that it shall" insert the word "wrongfully".

Article VII - Add at the end the following sentence:

"Anything to the contrary in Article VII notwithstanding the performance and progress of the work shall be subject to the same excusable causes for delay as set forth in the general contract."

Article VIII - Second Paragraph - line 2 - change the word "twenty-four" to read "seventy-two".

Article IX - Add the following:

"Anything to the contrary herein notwithstanding, in the event the second party is directed to perform work which he claims is extra work, but which is contended to be contract work, the second party may then perform the same under written protest and reserve his right to make claim therefor.

Article X - at the end of first paragraph after the words "any such claim arise" add the words "to the extent not covered by insurance."

Article XII - line 1 - delete the words "the first party may direct" and substitute in place thereof the following "may be necessary for the proper prosecution of its work."

Line 3 - delete the words "in the opinion of the first party."

Line 5 - After the words "after two" add the word "business".

Article XII - line 12 - after the words "or in part" delete the remainder of the sentence.

Add the following at the end of said Article:

"Anything to the contrary herein notwithstanding, the second party shall be entitled to receive any surplus of the unpaid balance of this contract price over and above the completion cost and expense."

Article XIX - add as follows:

"Anything to the contrary in this Article notwithstanding, the second party shall only be required to employ labor customarily employed by its trade and to comply with all its labor agreements."

Article XXI - add the following sentence at the end of the first paragraph:

"In the event payments are not made by the owner to the first party through no fault of the second party, payment shall nevertheless be made to the second party and the retainage withheld by the first party shall be reduced to the same percentage that is withheld by the owner from the first party."

Add the following after the second paragraph:

"Anything to the contrary notwithstanding in Article XXI the general release required to be furnished and executed by the second party may except therefrom specific items with values thereof and in the event the second party is unable to obtain releases from its suppliers and materialmen, the first party will accept in lieu thereof an affidavit of the second party showing no unpaid claims for labor, material or other obligations incurred in the performance of the work, together with proof of payment of the unreleased obligation."

Third Paragraph - line 6 - substitute for the words "immediately satisfy" the words "within a reasonable time."

In the last sentence of the third paragraph add after the words "until satisfied" the word "bonded".

Add the following at the end of the third paragraph:

"This provision shall have no application to claims covered by insurance."

Article XXV - delete in its entirety and insert, in lieu thereof, the following:

"Before proceeding with the work under this sub-contract, the second party agrees to carefully check all previous and surrounding work done by other trades insofar as the same affects the work of the second party and to determine the suitability of such work to receive the second party's work, and failure on its part to detect or report apparent discrepancies before proceeding with its own work shall be deemed to be the acknowledgment of the second party as to the suitability of all preceding work to receive the second party's work. The second party shall, however, not be responsible for the acceptability of the work of other trades." *previous work shall be deemed work prior to this contract.*

S106 SECTIONS AND DETAILS
 S107 SECTIONS AND DETAILS - MEZZANINE
 S108 SECTIONS AND DETAILS - SECOND FLOOR
 S109 SECTIONS AND DETAILS - MEZZANINE AND ROOF
 S110 LOOKOUT GALLERIES - STRUCTURAL SUPPORTS
 S111 STEEL FRAMING OVER MAIL PLATFORM - PART A, B, C
 S112 EMPLOYEE ENTRANCE AND LOADING DOCK CANOPIES
 S113 CONCRETE SIGN STRUCTURE

D1 DESIGN LOADS - GROUND FLOOR
 D2 DESIGN LOADS - MEZZANINE
 D3 DESIGN LOADS - SECOND FLOOR
 D4 DESIGN LOADS - ROOF

END OF PACKAGE 2

C-26. SITE WATER ONLY, AND APPROX 100 FT OF CAST IRON SOIL

PLUMBING

P-1 GROUND FLOOR PLAN - PART A
 P-2 GROUND FLOOR PLAN - PART B
 P-3 GROUND FLOOR PLAN - PART C
 P-4 MEZZANINE FLOOR PLAN - PART A
 P-5 MEZZANINE FLOOR PLAN - PART B
 P-6 MEZZANINE FLOOR PLAN - PART C
 P-7 SECOND FLOOR PLAN - PART A
 P-8 SECOND FLOOR PLAN - PART B
 P-9 SECOND FLOOR PLAN - PART C
 P-10 GROUND FLOOR PLAN - PART D
 P-11 MEZZANINE FLOOR PLAN - PART D
 P-12 SECOND FLOOR PLAN - PART D
 P-13 PENTHOUSE PLAN - PART D
 P-14 GROUND FLOOR PLAN - PART E
 P-15 GROUND FLOOR PLAN - PART F
 P-16 GROUND FLOOR PLAN - PART G
 P-17 GROUND FLOOR PLAN - PART H
 P-18 GROUND FLOOR PLAN - PART J
 P-19 GROUND FLOOR PLAN - PART K
 P-20 MEZZANINE FLOOR PLAN - PART E
 P-21 MEZZANINE FLOOR PLAN - PART F
 P-22 MEZZANINE FLOOR PLAN - PART G
 P-23 MEZZANINE FLOOR PLAN - PART H
 P-24 MEZZANINE FLOOR PLAN - PART J
 P-25 MEZZANINE FLOOR PLAN - PART K
 P-26 SECOND FLOOR PLAN - PART E
 P-27 SECOND FLOOR PLAN - PART F
 P-28 SECOND FLOOR PLAN - PART G
 P-29 SECOND FLOOR PLAN - PART H
 P-30 SECOND FLOOR PLAN - PART J
 P-31 SECOND FLOOR PLAN - PART K
 P-32 ROOF PLAN - PART 1
 P-33 ROOF PLAN - PART 2
 P-34 ROOF PLAN - PART 3
 P-35 ROOF PLAN - PART 4

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RIDER IV

- P-36 STORM RISER DIAGRAM - PLATFORM BUILDING
- P-37 STORM RISER DIAGRAM - PROCESS BUILDING
- P-38 STORM RISER DIAGRAM - PROCESS BUILDING
- P-39 SANITARY RISER DIAGRAM - PLATFORM BUILDING
- P-40 SANITARY RISER DIAGRAM - PROCESS BUILDING
- P-41 SANITARY RISER DIAGRAM - PROCESS BUILDING
- P-42 DETAILS, SCHEDULE AND SYMBOL LIST
- P-43 GASOLINE STORAGE AND DISPENSING STATION
- P-44 GROUND FLOOR TOILET DETAILS
- P-45 MEZZANINE AND SECOND FLOOR TOILET DETAILS
- P-46 BATTERY ROOM AND TOILET DETAILS
- P-47 DETAILS
- P-48 DETAILS
- P-49 LAWN SPRINKLER PLAN
- P-50 LAWN SPRINKLER PLAN
- P-51 WATER RISER DIAGRAM
- P-52 WATER RISER DIAGRAM

FIRE PROTECTION

- FP-1 GROUND FLOOR PLAN - PART A
- FP-2 GROUND FLOOR PLAN - PART B
- FP-3 GROUND FLOOR PLAN - PART C
- FP-4 SECOND FLOOR PLAN - PART A
- FP-5 SECOND FLOOR PLAN - PART B
- FP-6 SECOND FLOOR PLAN - PART C
- FP-7 GROUND FLOOR PLAN - PART D
- FP-8 MEZZANINE FLOOR PLAN - PART D
- FP-9 SECOND FLOOR PLAN - PART D
- FP-10 PENTHOUSE PLAN - PART D
- FP-11 GROUND FLOOR PLAN - PART E
- FP-12 GROUND FLOOR PLAN - PART F
- FP-13 GROUND FLOOR PLAN - PART G
- FP-14 GROUND FLOOR PLAN - PART H
- FP-15 GROUND FLOOR PLAN - PART J
- FP-16 GROUND FLOOR PLAN - PARK K
- FP-17 MEZZANINE FLOOR PLAN - PART E
- FP-18 MEZZANINE LEVEL FLOOR PLAN - PART F
- FP-19 SECOND FLOOR PLAN - PART E
- FP-20 SECOND FLOOR PLAN - PART F
- FP-21 SECOND FLOOR PLAN - PART G
- FP-22 SECOND FLOOR PLAN - PART H
- FP-23 SECOND FLOOR PLAN - PART J
- FP-24 SECOND FLOOR PLAN - PART K
- FP-25 STANDPIPE AND FIRE PROTECTION RISER DIAGRAM
- FP-26 RISER DETAILS "A"
- FP-27 RISER DETAILS "B"
- FP-28 DETAILS
- FP-29 DETAILS
- FP-30 PUMP STATION - PLAN, SECTIONS AND DETAILS

END OF PACKAGE 3

"Kennedy - AMF"

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(c) No adjustment of less than \$100 shall be made in the contract price pursuant to paragraph (b).

(d) As used in paragraph (b) above, "term" contract date means the date set for bid opening, or if it is a negotiated contract, the contract date. As to additional supplies or services procured by modification to this contract, the term "contract date" means the date of such modification.

(e) Unless there does not exist any reasonable basis to sustain an exemption, the Postal Service upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax, provided that, evidence appropriate to establish exemption from any Federal excise tax or duty which may give rise to either an increase or decrease in the contract price will be furnished only at the discretion of the Postal Service.

(f) The Contractor shall promptly notify the Contracting Officer of matters which will result in either an increase or decrease in the contract price and shall take action with respect thereto as directed by the Contracting Officer.

30. PAYMENTS

(a) The Postal Service will pay the contract price as hereinafter provided.

(b) The Postal Service will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates approved by the Contracting Officer.

(c) Before the first progress payment under this contract becomes due, the Contractor shall prepare a breakdown of the contract price acceptable to the Contracting Officer. The values in the breakdown will be used for determining progress payments. The Contractor's overhead, profit and cost of bonds shall be prorated through the life of the contract.

(d) Preparatory work done will not be taken into consideration in preparing estimates upon which progress payments are based.

(e) Unless otherwise provided in the specifications, if the contract price is more than \$50,000, material delivered that will be incorporated into the structure will be taken into consideration in computing progress payments, provided the material is delivered on the site, or is delivered to the Contractor and properly stored by him in a warehouse, storage yard, or similar suitable place within 25 miles of the site or such reasonable distance in excess of 25 miles as may be approved by the Contracting Officer. Before each such payment is made for delivered material stored on the site, the Contractor shall furnish to the Contracting Officer such evidence as he may require as proof of the quantity and value of such materials. Before each such payment is made for delivered material stored off the site, the Contractor shall furnish the Contracting Officer properly executed bills of sale for the delivered material upon which payment is being made.

(f) Estimates on which progress payments are based shall include the value (as determined by the Contracting Officer) of satisfactory in-place work performed pursuant to a change order as to which final agreement on the equitable price adjustment has not been reached. Provided, however, that (except in an unusual case where a unilateral determination cannot be made, as provided in paragraph (f) of the "Equitable Adjustments" Clause) no further progress payments shall be made under the provisions of this paragraph (f) after the work is 50% completed as determined by the Contracting Officer.

(g) In making such progress payments, there shall be retained 10% of the estimated amount until final completion and acceptance of the contract work. However, if the Contracting Officer, at any time after 50 percent of the work has been completed, finds that satisfactory progress is being made, he may authorize payment in full of all progress payments earned after the work has reached a 50 percent stage of completion.

Also, whenever the work is substantially complete, the Contracting Officer, if he considers the amount retained to be in excess of the amount adequate for the protection of the Postal Service, at his discretion, may release to the Contractor all or a portion of such excess amount. Furthermore, on completion and acceptance of each separate building, public work, or other division of the contract, on which the price is stated separately in the contract, payment may be made therefore without retention of a percentage.

(h) All material and work covered by progress payments made shall thereupon become the sole property of the Postal Service, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Postal Service to require the fulfillment of all of the terms of the contract.

(i) Upon completion and acceptance of all work, the amount due the Contractor under this contract shall be paid upon the presentation of a properly executed voucher and after the Contractor shall have furnished the Postal Service with a release of all claims against the Postal Service arising by virtue of this contract, other than claims in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned as provided in the "Assignment of Claims" clause, a release may also be required of the assignee.

31. CERTIFICATION OF PAYMENT

The Contractor, prior to receiving a progress or final payment under this contract, shall submit to the Contracting Officer, a certification that the Contractor has made payment from proceeds of prior payments, or that he will make timely payment from the proceeds of the progress or final payment then due him, to his Subcontractors and Suppliers in accordance with his contractual arrangements with them.

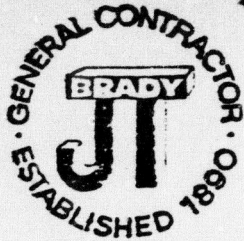
32. FURNISHING INFORMATION AND RECORDS

(a) If the Contractor or any Subcontractor under this contract, or the officers or agents of the Contractor or any Subcontractor, shall refuse or have refused, except as provided by the terms of the prime contract involved, to furnish to the Postal Service information or records reasonably pertinent to this contract, or any other Postal Service contract in connection with which the Contractor or such Subcontractor has or shall have performed work or furnished materials or supplies or undertaken so to do, the following action may be taken:

(b) In the case of a refusal by the Contractor, its officers or agents, the Postal Service may, after affording an opportunity to explain or to be heard, terminate the Contractor's right to proceed with the contract and thereupon suspend or terminate the contract in accordance with the provisions of the contract in addition to any action provided by law or under the contract.

(c) If the Contractor or any Subcontractor, or its officers or agents, shall refuse or have refused, except as provided by the terms of the prime contract involved, to furnish to the Postal Service information or records reasonably pertinent to this contract, or any other Postal Service contract in connection with which the Contractor or such Subcontractor has or shall have performed work or furnished materials or supplies or undertaken so to do, the following action may be taken:

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a Pr



JOHN T. BRADY & COMPANY

92 NORTH AVENUE, P.O. BOX J, NEW ROCHELLE, NEW YORK 10802 • (914) 633-75

June 30, 1977

Active Fire Sprinkler Corp.
New York Naval Shipyard
Building #50
Brooklyn, N.Y. 11205

Airport Mail Facility- Phase
J.F.K. International Airport
Jamaica, New York 11430
Re: Contract #109320-77-V-0004

Subject: Stop Order

Gentlemen:

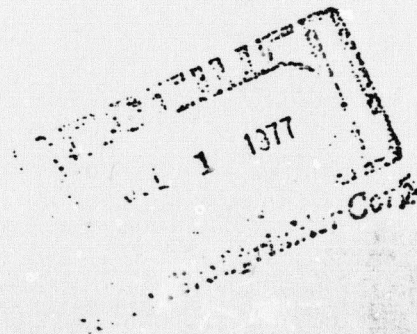
As per our telegram of this date, and in accordance with Article 8, paragraph 2 of our subcontract agreement you are hereby directed to immediately suspend all work at the subject job for the next three (3) weeks from the above date.

Very truly yours,

JOHN T. BRADY & COMPANY

Stanley Stevens
STANLEY STEVENS
Vice President

RS:fm
CC:
Tab
Job File
Job Supt.
SB,WS,SS,RS



A 231

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARDFORM EXEMPT UNDER
44 U.S.C. 3512

CHARGE AGAINST LABOR ORGANIZATION OR ITS AGENTS

INSTRUCTIONS: file an original and 3 copies of this charge and an additional copy for each organization, each local and each individual named in item 1 with the NLRB regional director for the region in which the alleged unfair labor practice occurred or is occurring.

DO NOT WRITE IN THIS SPACE

Case No. 29-CD-236Date Filed 6-27-77

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name
Local 282, International Brotherhood of
Teamsters, Chauffeurs, Warehousemen & Helpersb. Union Representative to Contact
John Godyc. Phone No.
(516)-d. Address (Street, city, State and ZIP code)
175 Linden Blvd.
Elmont, New Yorke. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(b), subsection(s) (1)(11)(4)(D) of the National Labor Relations Act, and these unfair labor practices are unfair labor practices affecting commerce within the meaning of the Act.
(List Subsections)

2. Basis of the Charge (Be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Since on or about May 23, 1977, the above-named labor organization by its agents, officers and representatives has engaged in and induced and encouraged individuals employed by John T. Brady & Co. and other persons engaged in commerce and in industries affecting commerce to engage in a strike and a refusal in the course of their employment to use, manufacture, process, transport or otherwise handle or work on any goods, articles, materials or commodities or to perform any service and has threatened, coerced and restrained John T. Brady & Co. and other persons engaged in commerce and in industries affecting commerce where in either case an object thereof is forcing and requiring John T. Brady & Co. and other persons to assign driving work at JFK airport to members of Local 282, International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers rather than to members of Plumbers Local Union No. 1 of Brooklyn and Queens, United Association where John T. Brady & Co. is not failing to conform to an order or certification of the Board determining the bargaining representative for employees performing such work.

3. Name of Employer John T. Brady & Co.		4. Phone No. 556-3694
5. Location of Plant Involved (Street, city, State and ZIP code) New York Ave. and Rockaway Blvd. (JFK Airport), Queens, New York		6. Employer Representative to Contact
7. Type of Establishment (Factory, mine, wholesaler, etc.) Construction	8. Identify Principal Product or Service	9. No. of Workers Employed
10. Full Name of Party Filing Charge John T. Brady & Co.		
11. Address of Party Filing Charge (Street, city, State and ZIP code) 92 North Avenue New Rochelle, New York		12. Telephone No. (914)-633-7500

13. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By X. Louis Lerman
(Signature of representative or person making charge)

General Supervisor

(Title or office, if any)

Address New Rochelle, New York

(914)-633-7500

June 27, 1977

(Telephone number)

(Date)

WILLFULLY FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)





Memorandum of Understanding

Agreement between the undersigned representatives
of the I.B.T. and the United Brotherhood of Carpenters
and Joiners of America Local # 282 and W.A. Local
371 - # 457 and 775

It is agreed that all questions of jurisdiction
shall be resolved between both International
Unions, which will limit the local in
agreement.

It is agreed that a meeting procedure shall be
established to protect the rights of
each International Union.

Pending the execution of a mutually
satisfactory settlement, Teamsters Local # 282
shall not interfere with members of
1 - # 2 - # 371 - # 457 and # 775 who are
hired as employees of Contractors signing
W.A. agreements.

Those contractors who are presently in
a Teamsters Local # 282 agreement
are excluded.

Dominic L. ...
Anthony A. ...

The undersigned hereby certify that the sum of \$252 by all parties involved by the agreement shall be withdrawn

Signed by:

Anthony A. Capone

Robert Lasso

Representative Eastern Conference of the

Local 282 Bus Agent - Int

Dominic L. Casanova
Joseph Petrucci

Gen. George L.

Pres. of Am. W.

Bus. Mng. Comm.

Local 1-2-371-451-

Dated: June 25 1971 at New York N.Y.

HIGH-RISE CONTRACT 1975-1978

AGREEMENT made and entered into by and between the Employers described herein and LOCAL NO. 282 affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, herein after called the Union.

SECTION 1. DURATION OF AGREEMENT. This agreement shall take effect July 1, 1975, and shall remain in full force and effect until June 30, 1978.

SECTION 2. OBJECTS. To establish and maintain wages, hours and working conditions for the work covered by this agreement in the territory to which it applies; to prevent strikes and lockouts; to insure the peaceful adjustment and settlement of any and all grievances, disputes or differences that may arise between the parties as such or between them as employer and employee, and to provide for the adjustment of disputes between trades and jurisdictional disputes.

SECTION 3. EMPLOYERS BOUND — ASSOCIATION AUTHORIZATION

A. This agreement covers all employers in the High-Rise Industry consisting of general contractors and subcontractors who sign this Agreement or are properly bound by an authorized Association.

B. The _____ and any other association of employers who may become a

(Employers' Association)

party hereto (hereinafter referred to as the "Association") has entered into this Agreement on behalf of itself, all its members, and all other employers who, under the constitution and by-laws of the Building Trades Employers Association of the City of New York are bound by agreements with the Association.

C. Association will provide the Union with a list of its members who have designated the Association as their bargaining agent, and who have agreed to be bound by the terms and conditions of this collective bargaining agreement. In addition, the Association will notify the Union of any changes in membership, either by the addition of new members or the dropping of members during the period of this agreement. It is further agreed that all employer members of the Association are bound by this collective bargaining agreement in all respects until its termination date whether or not they retain their membership in the Association for the full period of the agreement.

D. (1) This Agreement shall apply to all present and future operations in the construction industry in the area of Local 282's jurisdiction (NYC, Nassau and Suffolk Counties) by the Employer, or by any other business entity substantially owned or controlled by the Employer or by person or persons who substantially own or control the Employer, whether such ownership or control is direct or indirect.

(2) Each Employer covered by this Agreement shall notify the Union in writing, no later than _____, all companies, businesses or operations in the industry covered by this Agreement in which the Employer (or any owner, principal or manager of the Employer) has a substantial ownership or managerial interest as of _____ and shall notify the Union in writing of any such interests obtained subsequent to _____ no later than five days after so obtained.

(3) This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, (said purchaser, lessee, transferee, assignee, administrator, executor, receiver, hereafter referred to as successor), the employees of the Employer affected shall be employed by the successor and such operation or part thereof shall continue to be subject to the terms and conditions of this agreement for the life thereof. If the successor does not have a collective bargaining agreement with Local 282 at the time of the transaction, the employees employed by the successor pursuant to the terms of this section shall be maintained by the successor as a separate collective bargaining unit, and shall not be integrated with any other employees, whether or not the successor's employees are represented by any other labor organization. The employer shall give notice of the existence of this agreement to any potential successor. Such notice shall be in writing, with copy to the Union, prior to the time the employer executes a contract or transaction as herein described with any successor. The Union shall also be advised of the exact nature of the transaction, not including financial details. No transaction described herein shall become effective unless and until the Union has been notified in writing by the Employer and the successor that the successor has agreed to assume the obligations of this agreement.

(4) It is the intent of this provision to extend coverage of this Agreement to the maximum extent permissible and to prevent any escape or evasion of this Agreement by any means, however sophisticated, and whether or not motivated by legitimate business reasons.

SECTION 4. GEOGRAPHICAL JURISDICTION. This agreement shall apply only to the following territory within the State of New York: the five counties within the City of New York and the adjacent counties of Nassau and Suffolk.

SECTION 5. UNION RECOGNITION. The Employer recognizes the Union as the sole and exclusive bargaining agent for all chauffeurs, drivers and full-time warehousemen. All employees who are members of the Union at the time of the signing of this agreement shall continue membership in the Union as a condition of continued employment. All other employees must become members of the Union after seven days following the beginning of employment, or the effective or execution date of this agreement, whichever is later, and must maintain their membership in the Union as a condition of continued employment.

It is understood and agreed that the following employees are not covered by this agreement:

(a) Maintenance personnel and equipment.

DEPENDANT'S
EXHIBIT
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- (b) Supervisory personnel and equipment.
- (c) Surveying personnel and equipment.
- (d) Management personnel and equipment.
- (e) Personnel of the Employer moving from one job site to another with hand tools.

SECTION 6. HOURS OF WORK AND OVERTIME. A. It is agreed by and between the parties hereto that eight hours shall constitute a full day's work, exclusive of meal periods, and no employee shall be employed for less than eight hours in any day. Overtime shall be paid at the rate of double time. Employees who begin work on a Saturday, Sunday or holiday will be guaranteed eight hours pay at double time. Time is to be taken when arriving at commencement of work and computed when leaving at the end of the day. Employees shall have one hour for lunch or one-half hour lunch when the latter condition prevails at the job site.

B. All employees working at least three days in any payroll week will be guaranteed work for the full payroll week, or pay in lieu thereof, provided they shape for the remaining days in said payroll week.

C. Starting time shall be 8:00 A.M. Work prior to 8:00 A.M. and after eight hours in any one day shall be paid for at the overtime rate to be computed in one-half hour intervals.

The Employer shall notify an employee before he leaves work if he is to shape earlier than 8 a.m. the next day, except in an emergency. An employee notified to shape earlier than 8 a.m. and who does shape shall be guaranteed overtime for the time between the shape and 8 a.m. plus the regular eight hours for that day.

D. **SPECIAL CONDITION STARTING TIME.** The Employer may propose the establishment of a different schedule of starting times and/or shift assignments if special assignments if special job conditions are such that such different schedules are necessary and shall justify such proposal together with its effect upon maximization of job opportunities, reduction, and protection of Labor Standards. The Unions decision to accept or reject such proposal shall be final and not subject to arbitration.

E. **ALTERATION — REPAIR WORK.** When it is not possible to conduct alteration or repair work during regular working hours in an occupied building, said work shall proceed on a straight time basis at odd hours with a minimum of eight consecutive hours. However, when an employee works over eight hours in any twenty-four (24) hour period the time after eight hours shall be considered overtime. Proper notice shall be given to the Union of the facts and circumstances prior to the performance of work outside of normal working hours.

SECTION 7. HOLIDAYS. The days which are to be observed as holidays under this agreement shall be as follows:

New Year's Day	Decoration Day	Columbus Day	Thanksgiving Day
Lincoln's Birthday	Fourth of July	Election Day	Christmas Day
Washington's Birthday	Labor Day	Armistice Day	

All employees who work at least two days in the payroll week in which any of the above holidays occur shall be paid for such holiday.

Paid holidays shall be included for purposes of vacation credit but shall not be considered a day worked under Section 6.B.

Employees employed on December 24 and December 31 and who report for work on such days shall be paid afternoon holiday pay of four hours each day. In the event the Employer is contractually obligated with the person, partnership or corporation for whom the Employer is performing construction work to close down his job operations on religious holidays of any of three major faiths, Catholic, Protestant or Jewish, the Employer may shut down and his employees shall receive no pay on the days in question provided that at the time the Employer first requests or obtains employees from the Union to man the said job or assign employees presently on his payroll to perform work on the job in question the Employer notifies the Union and the men of such job requirements. The provisions of this paragraph shall not however apply to the paid holidays set forth in this Article.

SECTION 8. WAGES. All employees shall be paid the following hourly wages:

Effective: July 1, 1975	\$8.69
July 1, 1976	8.94
July 1, 1977	9.19
January 1, 1978	9.44

In addition, effective October 6, 1975 all employees shall be paid an additional 10¢ per hour for each hour worked.

SECTION 9. It is the intent of this Agreement that, to the maximum extent legally permissible:

1. All present work in the bargaining unit shall be preserved;
2. All work previously in the bargaining unit which is no longer in the bargaining unit shall be recaptured;
3. All work which is fairly claimable for the bargaining unit shall be covered by the Agreement.

In view of the different situations affecting individual employers covered by this Agreement, it is understood that the specific application of the above intent to each employer shall be in accordance with the following principles:

- * 1. The driving of all trucks owned, operated or under the control of the Employer shall be performed by employees of the Employer and covered by this Agreement. The Union will not claim jurisdiction over station wagons, pick-up trucks, light panel trucks, to the extent that such vehicles that are driven by executives, administrative staff, field supervisors, foremen, field engineers, watchmen, timekeepers, checkers, cost engineers, who use such vehicles for personal transportation and transportation of personal property and their hand tools only. The Union will not claim jurisdiction over those vehicles which are driven by mechanics and skilled tradesmen incidental to the trade itself with their hand tools of their trade only. In no event will men, material or equipment be transported in such vehicles.

- X 2. The driving of all trucks at the site of construction in connection with work which the Employer is contract to be responsible for, manage, or perform, shall be performed by employees of the Employer and covered by this Agreement, provided that the Employer may contract or subcontract said work only to an employer or person who is party to or bound by this agreement, regardless of past practice and custom. This section shall apply to the driving of a truck entering or leaving the site of construction for the sole purpose of making single delivery and/or single pick up from the construction site of materials, tools or personnel, provided single delivery and/or pick up may be made only to (or from) a single location per delivery or pick up at the site. A truck making a single delivery to single location may make a single pick up from a separate single location.

The Employer will not accept a contract to be responsible for, manage (as defined in Sect. 8), or perform work which excludes on-site trucking from its scope.

The provisions of this Agreement re on-site trucking shall be made a condition of any supply contract, any contract or subcontract awarded or "managed" by the Employer covered by this Agreement.

If, notwithstanding the above, any other Union claims jurisdiction over any work required by this Agreement to be performed by employees covered by this Agreement, Local 282 will proceed diligently to process the dispute through the New York Plan; pending final resolution of the dispute, the Employer shall assign an employee covered by this Agreement to perform the work in question, whether or not any contractor or subcontractor refuses to comply with its obligations.

3. All of the Employer's own trucking requirements (other than those covered in paragraph 2 relating to on-site trucking) must be performed by employees of the Employer and covered by this Agreement, provided that the Employer may hire trucks from, or contract or subcontract such work to, an employer whose employees enjoy not less than all the economic benefits and conditions of employment set forth in this Local 282 High Rise Agreement, said economic benefits and conditions to be construed in the broadest manner legally possible.
4. Notwithstanding paragraphs 2 and 3, the Employer may not hire outside manned trucks, or contract or subcontract any trucking until the peak number of employees on the Employer's seniority list between July 1, 1971 and July 1, 1972 have been afforded the opportunity to work. If any of the employees on the Employer's seniority list are laid off, they shall be recalled by written notice prior to any such hiring, contracting or subcontracting. If any of the employees on the seniority list of the Employer terminate their employment for any reason whatever, the number of employees necessary to maintain the list as of its 7/1/71-7/1/72 peak strength must be hired and employed prior to any such hiring, contracting or subcontracting.

This clause shall not apply to the hiring of outside manned special vehicles, which are not available on an on-call or leased basis, provided that such vehicles may not be used to perform work which may be performed by the Employer's own vehicles or by hired unmanned vehicles, and provided further that any such hired manned special vehicles must be hired from Employers whose employees receive economic terms and conditions of employment at least equal to those in this Local 282 High Rise Agreement unless none such are available after the Union has been contacted as to the need.

5. Every Employer who accepts a job, whether as General Contractor, Construction manager (however described), prime contractor, or sub-contractor, shall immediately notify the Union of the job. Prior to the commencement of any work at the job site, the Employer shall meet with Local 282 to discuss conditions on the job and application of this Agreement to those conditions.

The underlying principle shall be to provide maximum job opportunities for the employees of the Employer covered by this Agreement; then, to the maximum extent permissible under law, to provide maximum job opportunities for all employees in the multi-employer collective bargaining agreement covered by this Agreement.

The Employer and the Union shall discuss the lawful implementation of this job protection provision, and shall reduce their agreement to writing. If agreement cannot be reached, the matter shall be submitted to arbitration under the terms of this Agreement.

The character and/or amount of work demanded by an employer shall not be unreasonable nor shall it be restricted by the Union, its representatives or members. The employer shall designate a person or persons in his employ who are authorized to issue directions and assignments to the chauffeurs and drivers and these employees shall not take directions from any one other than a duly authorized representative of an employer. Employees shall at all times observe and comply with all general conditions obtaining on the job site and with all safety policies adopted by the Building Trades Employees' Association.

SECTION 10. REGULAR PAY DAYS AND WAITING TIME PAY. All wages payable under this agreement shall become due on or before the end of the working day on Friday of each work week. Said wages to be paid at the employer's option either in cash in envelopes, upon the outside of which shall be plainly marked the employer's name, the employee's name and number, the Social Security number, the hours worked and the amount of money enclosed, or by check provided the check is a Todd Insured A.B.C. System Payroll Check, or similar type of check, containing the above information as on the pay envelope, and that delivery of the checks to the employees shall be made at least the day preceding a banking day.

If for any reason an employer terminates the services of any employee working under this agreement, then the accrued wages of the employee shall be paid to him at the time of his termination of employment; otherwise, waiting time shall be charged for accrued wages. If an employee shall of his own volition leave the services of an employer, then the employer may retain his wages until the next pay day. Employees shall be entitled to waiting time if not paid on regular pay day within working hours, said waiting time to exceed eight hours.

This agreement is based on the principle that an employer is entitled to eight hours actual work for eight hours

pay. Any unreasonable failure to work these hours gives an employer the right to pay only for the hours actually worked.

SECTION 11. UNION BUSINESS REPRESENTATIVES. The business representatives of the Union shall have access to the work at all times. They shall comply with all general conditions obtaining on the job site and with all safety policies adopted by the Building Trades Employers' Association.

SECTION 12. DISCHARGE

1. There shall be no discrimination on the part of either party against any employee because of Union activities.
2. The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must notify the Union prior to the action being taken. In all cases involving the dismissal or suspension of a Shop Steward, the disciplinary action will not be effected unless and until an arbitrator's decision authorizing same is rendered.
3. Arbitration of such a matter may be invoked by either party upon 24 hours notice, and the first available arbitrator on the panel of Arbitrators shall schedule an immediate hearing. If the Union fails to proceed to the hearing as scheduled by the Arbitrator, the disciplinary action may be taken forthwith, subject to subsequent arbitration procedures.
4. The Employer shall notify the Union of any job opening in a category covered by this Agreement and shall afford the Union an opportunity to refer applicants for the position. The Employer shall retain the right to reject any job applicant referred by the Union. In the event of such rejection, the Employer shall notify the Union. The Union shall then have the opportunity to refer other applicants to the Employer until the required number of applicants are obtained.

*** SECTION 13. TRADE BOARD.** (A) All complaints, disputes and differences arising under this Agreement, between the Union and any employer or between any employer and any employee shall be referred first to the Joint Trade Board. Should the Trade Board fail to reach a decision, the matter shall then be referred to an impartial Umpire, as set forth in Paragraph C of this Section 13. The Joint Trade Board and the impartial Umpire are hereby empowered to hear, adjust and decide the matter at issue and a decision by any one of these trade agencies shall be final and binding on all parties.

(B) Within three (3) weeks of the execution of this Agreement, The Building Contractors' Association, Inc., together with the Union shall form a Joint Trade Board to exercise the powers enumerated in Paragraph A above. This Board shall be known as Local 282—Building Contractors Association Joint Trade Board.

The Joint Trade Board shall consist of not less than 3 or more than 5 members to represent the Employers and an equal number to represent the Union. Members shall be appointed or selected to serve not less than one year. The Board shall meet within 48 hours after a written request has been made to one side by the other to meet for a specific purpose.

In voting, the Employers as such and the Union as such, shall each cast an equal number of votes and in the event of a tie vote, or failure to reach a decision, the matter shall be submitted, within ten (10) days to the impartial Umpire selected as set forth in Paragraph (C). Any and all expenses shall be equally divided between and paid for by the parties to this Agreement.

(C) If the Joint Trade Board fails to agree upon the selection of an impartial Umpire he shall be selected in accordance with the Rule and Regulations of the American Arbitration Association. Any and all expenses in connection with such reference shall be equally divided between and paid for by the parties of this Agreement.

(D) Any Employer member of The Trade Board directly involved in any case brought before this Board, shall withdraw from the Board until the case is settled, and an alternate shall be selected by the remaining Employer members to fill the temporary vacancy.

Any Union member of a Trade Board directly involved in any case brought before the Board, shall withdraw from the Board until the case is settled and an alternate shall be selected by the remaining Union members to fill the temporary vacancy.

(E) The Trade Board shall have the power to assess costs against any party.

SECTION 14. TRADE AND JURISDICTIONAL DISPUTES. (A) The Union or its representatives shall not order a strike or stoppage of work nor shall the employees strike against any employer, or collectively leave the work of an employer, nor shall any employer lock out employees prior to filing a complaint, or pending the adjustment of any existing disputes as provided in Section 13 hereinabove.

(B) The Union shall not halt or interfere in any manner with the regular operation of an employer's business, nor shall it suffer a cessation of work in an employer's establishment because of any dispute or grievance, alleged or otherwise, which may exist. All such matters shall be referred to a duly authorized representative of both parties hereto and in the event that same cannot be amicably adjusted, the matter shall be arbitrated as herein provided.

(C) Disputes between trades, and disputes relative to questions of jurisdiction of trade shall be adjusted in accordance with the methods set forth in the Joint Arbitration Plan of the New York Building Trades as adopted on July 9, 1903 and amended on April 22, 1905, except to the extent that Section 3 of the said Joint Arbitration Plan requires the Employer to employ only members of the Union directly or indirectly through sub-contractors or otherwise, and all decisions thereunder shall be recognized by and be binding upon the parties hereto.

It is understood that prior to submission of the matter to arbitration in accordance with the N. Y. Plan, where there is an agreement in effect between the contending unions or their international unions, the dispute shall be processed in accordance with said agreement. If resolved between the Unions or the Internationals, said resolution shall be binding upon the Employer. If not resolved, the matter shall proceed to arbitration in accordance with the procedures of the N. Y. Plan.

SECTION 15. RESPONSIBILITY FOR VEHICLES. (A) The employer shall assume full responsibility for

the condition of all vehicles operated by employees and shall be obliged to pay any money fines which are assessed against any employee because of negligence on the part of the employer, in failing or refusing to correct any unsafe condition of a vehicle or any part thereof not properly cared for in accordance with the laws governing the same. However, the employer shall assume no responsibility in the event that the chauffeur or driver of such vehicles neglects or fails to promptly notify the employer of such conditions, when discovered, and known to the employee.

(B) Employees will help load and unload in the shop or at the job site.

Where necessary to set or guide slung loads, or to perform other difficult tasks, another man (who need not be a Teamster) shall assist.

Teamster yardmen shall continue to perform their customary job.

(C) Employers may not lay-up trucks, lay-off drivers and hire similar trucks.

SECTION 16. FEDERAL AND STATE LAWS. The employer hereby agrees to comply fully with all laws pertaining to Social Security, Unemployment Insurance and Workmen's Compensation.

SECTION 17. VALIDITY. If any section of this Agreement is held by a court or other tribunal of competent jurisdiction to be invalid, or if compliance or enforcement of any section should be enjoined or restrained, the remainder of this Agreement shall continue in full force and effect, and the parties shall meet immediately to negotiate a substitute for the section involved. If the parties fail to agree, the matter shall be subject to grievance or arbitration and the Union shall not have the right to strike. The Trade Board, or if deadlocked, the Arbitrator shall have the power to develop a provision to carry out the general intent of the parties.

SECTION 18. SENIORITY. Seniority shall prevail within each employer covered by this Agreement.

Senior employees shall have the right to break in on new equipment. The Shop Steward and the Employer shall decide the qualifications of the driver on equipment, if they disagree the matter shall be subject to the Grievance procedure in accordance with Section 13.

SECTION 19. PENSION, WELFARE AND SUPPLEMENTAL UNEMPLOYMENT BENEFIT FUND.

A. The Employer shall pay to the Trustees of the Local 282 Pension Trust Fund, the Local 282 Welfare Fund and the Local 282 Supplemental Unemployment Benefits Trust Fund for each hour worked by each employee:

1. Effective July 1, 1975 _____ \$2.79 per hour
2. Effective July 1, 1976 _____ 2.915 per hour
3. Effective July 1, 1977 _____ 3.16 per hour

Allocation of the above sum among the three trust funds shall be at the direction of the Union.

B. Payments to the Funds shall be made monthly, and shall be accompanied by such reports and in such form as may be required by the Trustees. Each employer's books and payroll records shall be made available for audit and inspection by a representative of the Trustees. Failure of one Employer to make payments to the Funds within ten days after due shall authorize the Union to strike that Employer upon one week's notice, notwithstanding any other provision in this Agreement. A delinquent Employer shall also be charged with interest and costs of collection, including reasonable attorney's fees.

C. It is agreed that no contributions to any of the funds to be established as specified in this Section 19 shall be required on the premium portion of wages. For the purpose of this Section only, all hours of work shall be regarded as straight time hours. It is further agreed, however, that the contributions specified in this Section 19 will be paid on wages received for not working on the paid holidays set forth in Section 7.

SECTION 20. VACATIONS. For each 15 days worked within the contract year, July 1 to June 30, the employee will receive one day's vacation with pay, with a maximum vacation of three weeks per year. In addition, an employee who qualifies for two weeks (10 days) vacation or more with pay and who has been continuously employed by the employer for

six years before the close of any contract year, shall be entitled to one extra day's vacation;
seven years before the close of any contract year, shall be entitled to two extra days vacation;
eight years before the close of any contract year, shall be entitled to three extra days vacation;
nine years before the close of any contract year, shall be entitled to four extra days vacation;
ten years before the close of any contract year or over, shall be entitled to three weeks vacation with pay, but no event shall any employee be entitled to more than three weeks vacation with pay per year.

(For example, an employee who worked 165 days and had been continuously employed 7 years before the close of the contract year, shall be entitled to 13 days vacation).

(a) Times of vacation shall be assigned by the Employer after discussion with his employees whose reasonable requests shall be respected, but shall not interfere with the Employer's needs. Vacation requests shall be submitted by April 1; the schedule will be finalized by May 1. Vacations may be assigned and taken during the contract year in which earned or in the next contract year.

(b) An employee who qualifies for two weeks vacation or more may split his vacation by arrangement with the Employer at the discretion of the Employer and also in accordance with the Employer's needs after discussion with the employee. Those actually taking vacations may split them.

(c) A man who is entitled to a vacation who wants to work will be placed at the bottom of his seniority list for the time of his vacation. However, such man will be entitled to work only if all men on the Master Seniority List, and Extra List, who have been posted and shape that day, actually go to work. Men placed at the bottom of the list in accordance with this paragraph, may not claim their seniority, except that if two of more are placed at the bottom of the same seniority list on the same day they shall, as among themselves only, work in the order of their seniority.

(d) In computing days worked for vacation eligibility purposes in any contract year (July 1st to June 30th) holidays and sick days that have been earned shall be included for such purposes.

(e) Vacation days paid for but not worked shall be included in computing the number of days worked for vacation eligibility purposes for the year in which such vacation is taken. If an employee elects to work his vacation, only the days on which he works or on which he is paid shall be so counted. Each contract year is to be considered by itself for vacation eligibility purposes without any carryover of credits, except that vacations fully earned in one contract year may be taken in the next contract year. No employee shall be given more than one (1) vacation in a contract year.

(f) Vacation pay shall be paid by separate check no later than the last working day prior to vacation.

(g) Time lost because of compensable disability shall not be counted unless such disabled employee shall have worked at least thirty (30) days during the contract year.

(h) No vacation shall be granted during a period which includes more than one (1) of the holidays enumerated in Section 7. If such a holiday falls during an employee's vacation period, he shall be entitled to an additional day's vacation with pay, PROVIDED HOWEVER, that if an employee elects to work his vacation which includes such a holiday, he shall not receive such additional day, nor shall he receive pay for such holiday unless he qualifies for such holiday in accordance with the provisions of Section 7.

SECTION 21. SICK LEAVE. For each 30 days worked an employee shall be entitled to receive one day's sick leave with pay, or one day's pay, at his regular rate, with a maximum of 5 days sick leave or pay in any contract year.

SECTION 22. INDUSTRY ADVANCEMENT PROGRAM. (a) The Employer shall pay 4¢ per hour for each hour of employment of Teamsters to the Building Contractors Association, Industry Advancement Program.

(b) Payments shall be made together with pension, welfare and SUB payments, and will be forwarded by the Local 282 Fund Office to the BCEA Industry Advancement Program upon payment of collection and administrative costs.

SECTION 23. NEW YORK BUILDING AND CONSTRUCTION INDUSTRY BOARD OF URBAN AFFAIRS FUND. The Employer's payment of 1¢ per straight-time hour worked by each employee into the New York Building and Construction Industry Board of Urban Affairs Fund, shall be suspended and may be resumed only at the option of the Building Contractors' Association.

SECTION 24. CHECK-OFF. (a) Upon receipt of a written authorization in accordance with the law, the Employer shall check off regular union dues and initiation fees and forward same to the Union as required by the Union.

(b) The Employer also agrees to deduct from the wages of all employees covered by this Agreement who furnish written authorization in the form required by law, in addition to any regular monthly dues required under special administrative dues of ten (.10) cents for each hour worked by such employees and to pay such amounts to the Secretary-Treasurer of the Union on or before the 10th day of each month for hours worked during the preceding calendar month.

(c) The Employer also will honor voluntary written check-off authorization for the purpose of group insurance premium payments.

SECTION 25. WORKING TEAMSTER FOREMAN. This Agreement shall apply to all Employers covered by this Agreement engaged on a construction site as:

- (a) General Contractor
- (b) Prime Contractor
- (c) Subcontractor
- (d) Construction Manager (however described)

1. A Working Teamster Foreman (WTF) shall be employed where an Employer is contracted to be responsible for, manage or perform (as General Contractor, Prime Contractor, Sub-Contractor or Construction Manager) work on a construction site, and the total gross cost of all construction on the site (by whomever performed, and whether or not covered by the Employer's Contract) is excluding cost and architect's fees:

- (a) On jobs bid after July 1, 1975, \$35,000,000, or over (whether a single building or complex of buildings.) On multiple building projects, the \$35,000,000 will be deemed met on the day on which the total awards of contracts reaches that amount.
- (b) On all jobs bid before July 1, 1975 (except those listed in (2) below) the standard shall be that set forth in the 1972-1975 Agreement.

2. On the following jobs, a working Teamster Foreman will be employed as of October 6, 1975, if not theretofore.

Yankee Stadium
North Academic Center
Veterans Hospital, Kingsbridge Road
Manhattan Community College
Lehman College — Bronx
Hunter College — 68th Street & Lexington Avenue
Sports Complex — 6th Avenue & West 57th Street

3. The Working Teamster Foreman will be assigned to said site by the Employer from the time the foundation of the structure (or in the event of a multiple structure project, first structure) is completed to the time Sheetrock-Taping, Plaster or equivalent material is down to the second floor.

4. On Heavy Industrial job-sites (i.e. Power Plants, Sewerage Plants, Water Pollution Plants, Railroad Grade Crossings, Atomic Power Plants, Subway jobs) the Working Teamster Foreman shall be employed from the beginning to the end of the job.

5. The Union shall appoint the WTF. He shall perform the normal duties of a Teamster. He will perform the manner directed by the Employer. He shall receive, process inventory and distribute all materials received on the job site, and shall dispatch and coordinate all trucks operating on the job-site.

He shall work at his Employer's direction and shall haul for any Employer or Employers in a vehicle provided by his Employer, but shall not deprive employees on the seniority list of the Employer or any other employer of normal work opportunities. He shall handle all grievances involving the application of this Agreement on the site, shall coordinate safety efforts relating to Teamsters on the site, and shall be allowed a reasonable amount of time to conduct union business consistent with the concept that he is a working Teamster.

The WTF shall be created as a Shop Steward for purposes of the discharge clause.

6. The WTF shall work normal Teamster hours, except that he will begin his day's work when the first truck starts unloading in the morning and will finish his day's work when the last truck starts unloading at the end of the day.

SECTION 26. SHOP STEWARD. A Shop Steward shall be appointed by the Union for each Employer who employs Teamsters and is covered by this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement this _____ day of _____ 19____

LOCAL UNION NO. 282

Affiliated with the International Brotherhood
of Teamsters, Chauffeurs, Warehousemen and
Helpers of America

By _____
Signature

Title

EMPLOYER:

Name

Address
By _____
Signature

Title

TRUST AGREEMENT

AGREEMENT AND DECLARATION OF TRUST made and entered into by and between Local 282, affiliated with the International Brotherhood of Teamsters, hereinafter called the Union, and the Companies who are signatories hereto and who are hereinafter collectively referred to as Employers, and

(EMPLOYER TRUSTEES)

Salvatore Picone
Herbert Schneider

Louis G. Nappi
Theodore E. King

(UNION TRUSTEES)

John A. Cody
Robert Sasso

John Dee
William Argento

who with their successors, designated in the manner herein provided are hereinafter called the Trustees.

WHEREAS, the Union and the Employers have entered into written collective bargaining agreements requiring payments by the Employers for the purpose of providing a pension and welfare program for the employees covered by said agreements, and

WHEREAS, to effectuate the aforesaid purposes it is desired to create a trust and to establish a trust fund for welfare benefits, and a separate trust and trust fund for pension payments, such funds in each case to be used in the manner hereinafter set forth, and

WHEREAS, there have been established certain trusts known as Local 282 New York City Trucking Industry Welfare & Pension Funds, Local 282 Excavating Welfare & Pension Funds, Local 282 Building Material Welfare & Pension Funds, and Ready Mixed Concrete, Sand & Gravel Industry Local 282 Welfare Fund, pursuant to written trust agreements duly entered into between the Union and the Employers in the said industries, and the Trustees of said trusts have duly resolved to amend the said trust agreements in accordance with the provisions set forth herein and to turn over to the Trustees herein designated all of the assets of the said trusts, to be administered in accordance herewith,

NOW, THEREFORE, THIS AGREEMENT AND DECLARATION OF TRUST WITNESSETH:

That in consideration of the premises and in order to create said trusts, to be known as the "LOCAL 282 WELFARE AND PENSION TRUST FUNDS," it is mutually understood and agreed as follows:

ARTICLE I

DEFINITIONS

Section 1. EMPLOYER. The term "Employer" as used herein shall mean each employer who has duly executed a collective bargaining agreement with the Union and who is a signatory to this agreement, and also any employer not presently a party to such collective bargaining agreement who hereafter executes such agreement provided that such employer satisfies the requirements for participation as established by the Trustees and agrees to be bound by the terms and provisions of this Agreement and Declaration of Trust, and becomes a party hereto.

Section 2. UNION. The term "Union" as used herein shall mean Local 282, affiliated with the International Brotherhood of Teamsters.

Section 3. EMPLOYEES. The term "Employees" as used herein shall mean all Employees covered by and who fulfill the conditions of the collective bargaining agreements in effect between the Employers and the Union.

Section 4. TRUSTEES. The term "Trustees" as used herein shall mean the Trustees designated in this Agreement and Declaration of Trust together with their successors designated in the manner provided herein.

Section 5. AGREEMENT AND DECLARATION OF TRUST. The Term "Agreement and Declaration of Trust" as used herein shall mean this instrument including any amendments hereto and modifications hereof.

Section 6. POLICIES. The term "Policy" or "Policies" as used herein shall mean the policy or policies of insurance or annuity purchased by the Trustees pursuant to this Agreement and Declaration of Trust and accepted by the Trustees as part of either of the two Trust Funds created under Articles II and III hereof, and all other policies of insurance accepted by the Trustees as part of such Trust Funds, and shall also be deemed to include any amendments or riders attached to such Policy or Policies.

Section 7. EMPLOYER CONTRIBUTIONS. The term "Employer Contributions" as used herein shall mean payments by Employers to either of the Trust Funds created by Articles II and III hereof in accordance with the collective bargaining agreement.

Section 8. WELFARE TRUST FUND. The term "Welfare Trust Fund" as used herein shall mean the trust fund created by Article II hereof.

Section 9. PENSION TRUST FUND. The term "Pension Trust Fund" as used herein shall mean the trust fund created by Article III hereof.

Section 10. INDUSTRY. The term "industry" as used herein shall mean any group of employers engaged in the same type of business who enter into uniform collective bargaining agreements with the Union.

Section 11. COLLECTIVE BARGAINING AGREEMENT. The term "collective bargaining agreement" as used herein shall mean any written collective bargaining agreement entered into between an Employer and the Union.

Section 12. TRUST. The term "Trust," "Trusts," "Trust Fund" and "Trust Funds" shall mean the trusts created by Articles II and III hereof, or either of them.

Section 13. UNION COVERAGE. The term "Employer" as used herein shall also include the Union, and the term "Employees" as used herein shall also include employees of the Union, if the Union contributes to the Welfare Trust Fund and the Pension Trust Fund for such employees at the highest rate of contributions contemporaneously in effect for other Employers.



ARTICLE II



CREATION OF LOCAL 282 WELFARE TRUST FUND

Section 1. The Union and the Employer hereby create and establish with the Trustees hereinafter designated in IV hereof, a trust, to be known as "Local 282 Welfare Trust Fund," which shall comprise the entire assets initially derived from Employer Contributions made for the purpose of providing welfare benefits heretofore or hereafter made to or for the employees of this Trust pursuant to collective bargaining agreements, (plus any additional sum or sums hereafter agreed upon by the Employer and the Union and set forth in collective bargaining agreements), together with all Policies (including dividends, interest or other sums payable to the Trustees on account of such Policies and all investments made and held by the Trustees on account of such Policies), all investments made and held by the Trustees, all moneys received by the Trustees as contributions or come from investments made and held by the Trustees or otherwise, and any other property received and held by the Trustees for the uses, purposes and trusts set forth in this article.

Section 2. The Trustees agree to receive all such Employer Contributions, payments, deposits, moneys, policies, and properties and assets described or referred to in Section 1 of this Article II, and to hold the same, in trust hereunder for the uses and purposes of the Trust created by this Article II.

Section 3. Local 282 Welfare Trust Fund is created and established for the purpose of providing and maintaining through self insurance (wherever permissible under the law and agreed upon by the Trustees) and through policies issued by duly licensed insurance carriers, group life and group accident and health benefits and group hospitalization, medical and dental benefit, or any of such benefits, and insurance as may be determined by the Trustees for the benefit of the Employees, and as determined by the Trustees, group insurance, whole or in part, for hospitalization, surgical and medical care for the wives of Employees and their children under 21 years of age.

The Welfare benefits under the program shall meet the requirements of the New York State Disability Benefits Law, so that neither the Employer nor Employees shall be required to contribute to the support of programs required by said statute in addition to the private welfare program herein contemplated.

In the event that the Trustees do not apply the property and assets of the Welfare Trust Fund for the purpose of obtaining the disability benefits specified in the preceding paragraph, each Employer may provide for and contribute to the cost of obtaining such benefits in compliance with the aforesaid law directly, and in such event shall be entitled to deduct the cost of obtaining such benefits from the payments required to be made to the Trust Fund created in this Article and, regardless of any other provision herein to the contrary, shall only be required to pay into said Trust Fund the difference between the contributions payable by the Trustees and the cost of obtaining the disability benefits required by the aforesaid law.

The Trustees shall promptly agree upon and formulate the provisions, regulations and conditions of the welfare program herein contemplated, including definitions relating to eligibility of Employees, their wives and children, waiting periods, full employment and any or all other matters relating thereto which the Trustees may deem appropriate for the determination of benefits and the administration of the program. The said welfare plan need not provide identical benefits for employees working in different industries, but benefits shall be uniform for the employees in each industry. A copy of such welfare plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees.

The Trustees may amend such plan from time to time, provided that such amendments comply with the purposes herein stated. A copy of each such amendment shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees.

Section 4. The Trustees shall use and apply the property and assets of the Welfare Trust Fund for the following purposes:

- (a) To provide disability benefits equal to or greater than required by The New York State Disability Benefits Law, pertaining to the payment of weekly disability or sickness benefits.

- (b) To pay or provide for the payment of all reasonable and necessary expense of collecting the Employer Contributions and administering the affairs of the Welfare Trust Fund, including but without limitation all expenses which may be incurred in connection with the establishment and maintenance of the Welfare Trust Fund, the employment of such administrative, expert and clerical assistance, the leasing of such premises and the purchase or lease of such materials, supplies and equipment. The Trustees, in their discretion, find necessary or appropriate in the performance of their duties.

- (c) To pay or provide for the payment of premiums on the Policy or Policies of insurance when such premium becomes due, and to provide for benefits through self insurance where permissible under the law and agreed upon by the Trustees.

ARTICLE III

CREATION OF LOCAL 282 PENSION TRUST FUND

Section 1. The Union and the Employer hereby create and establish with the Trustees hereinafter designated in IV hereof a trust, to be known as the "Local 282 Pension Trust Fund," which shall comprise the entire assets initially derived from Employer Contributions pursuant to written collective bargaining agreements made for the purpose of providing pension benefits, together with all Policies (including dividends, refunds or other sums payable to the Trustees on account of such Policies), all investments made and held by the Trustees on account of such Policies), all investments made and held by the Trustees, all moneys received by the Trustees as contributions or as income from investments made and held by the Trustees or otherwise, and any other property received and held by the Trustees for the uses, purposes and trusts set forth in this article, provided that the property was originally derived from the aforesaid employer contributions under the aforesaid collective bargaining agreements.

Section 2. The Trustees agree to receive all such Employer contributions, Employee Contributions, payments, deposits, moneys, policies and other properties and assets described or referred to in Section 1 of this Article III, and to hold the same, in trust hereunder for the uses and purposes of the Trust created by this Article III.

Section 3. The Local 282 Pension Trust Fund is created and established for the purpose of providing and maintaining pension and retirement benefits for Employees.

The Trustees shall agree upon and formulate the provisions, regulations and conditions of the pension program herein contemplated, including those relating to eligibility of Employees, retirement age, and any or all other matters relating thereto which the Trustees may deem appropriate for the determination of retirement benefits and the administration of the pension program. A copy of such pension plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees.

The Trustees may amend such plan from time to time, provided that such amendments comply with the purposes above stated. A copy of each such amendment shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees.

The pension plan to be formulated by the Trustees under this Article III shall be such as to qualify under the Internal Revenue Code, as amended, so that contributions of Employers to the Pension Trust Fund will be deductible by such Employers for tax purposes under said Code, and approval of such Plan by the United States Treasury Department shall be obtained. The administration of such plan and its terms and provisions, as amended from time to time, shall be such that it shall at all times be qualified under the Internal Revenue Code. The said pension plan need not provide identical benefits for employees working in different industries, but benefits shall be uniform for the employees in each industry.

Section 4. The Trustees shall use and apply the Pension Trust Fund for the following purposes:

(a) To pay or provide for the payment of all reasonable and necessary expense of collecting the Employer Contributions and administering the affairs of the Pension Trust Fund, including but without limitation all expenses which may be incurred in connection with the establishment and maintenance of the Pension Trust Fund, the employment of such administrative, legal, expert, and clerical assistance, the leasing of such premises and the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.

(b) To pay or provide for the payment of retirement or other benefits to eligible Employees in accordance with the terms, provisions and conditions of the pension plan to be formulated and agreed upon hereunder.

ARTICLE III-A

CREATION OF LOCAL 282 SUPPLEMENTAL UNEMPLOYMENT BENEFITS TRUST FUND

Section 1. The Union and the Employer hereby create and establish with the Trustees hereinafter designated in Article IV hereof a trust, to be known as the "Local 282 Supplemental Unemployment Benefits Trust Fund", which shall comprise the entire assets initially derived from Employer Contributions pursuant to written collective bargaining agreement made for the purpose of providing supplemental unemployment benefits, together with all Policies (including dividends, refunds or other sums payable to the Trustees on account of such Policies and all investments made and held by the Trustees on account of such Policies), all investments made and held by the Trustees, all moneys received by the Trustees as contributions or as income from investments made and held by the Trustees or otherwise, and any other property received and held by the Trustees for the uses, purposes and trusts set forth in this article, provided such property was originally derived from the aforesaid Employer Contributions under the aforesaid collective bargaining agreements.

Section 2. The Trustees agree to receive all such Employer Contributions, Employee Contributions, payments, deposits, moneys, policies and other properties and assets described or referred to in Section 1 of this Article III-A, and to hold the same, in trust hereunder for the uses and purposes of the Trust created by this Article III-A.

Section 3. The Local 282 Supplemental Unemployment Benefits Trust Fund is created and established for the purpose of providing and maintaining supplemental unemployment benefits for employees.

The Trustees shall agree upon and formulate the provisions, regulations and conditions of the supplemental unemployment benefits program herein contemplated, including those relating to eligibility of employees, and any or all other matters relating thereto which the Trustees may deem appropriate for the determination of such benefits and the administration of the program. A copy of such Supplemental Unemployment Benefits Plan shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees.

The Trustees may amend such Plan from time to time, provided that such amendments comply with the purposes above stated. A copy of each such amendment shall be adopted and filed by the Trustees as part of the records and minutes of the Trustees.

The Supplemental Unemployment Benefits Plan to be formulated by the Trustees under this Article III-A shall be such that contributions of Employers to the Supplemental Unemployment Benefits Trust Fund will be deductible by such Employers as business expenses for tax purposes.

Section 4. The Trustees shall use and apply the Supplemental Unemployment Benefits Trust Fund for the following purposes:

(a) To pay or provide for the payment of all reasonable and necessary expense of collecting the Employer Contributions and administering the affairs of the Supplemental Unemployment Benefits Trust Fund, including but without limitation all expenses which may be incurred in connection with the establishment and maintenance of the Supplemental Unemployment Benefits Trust Fund, the employment of such administrative, legal, expert, and clerical assistance, the leasing of such premises and the purchase or lease of such materials, supplies and equipment as the Trustees, in their discretion, find necessary or appropriate in the performance of their duties.

(b) To pay or provide for the payment of supplemental unemployment benefits to eligible employees in accordance with the terms, provisions and conditions of the Plan to be formulated and agreed upon hereunder.

ARTICLE IV TRUSTEES

Section 1. The Trustees under this Agreement and Declaration of Trust, who shall be Trustees of the Trusts, created and established by Articles II, III and III-A hereof, shall be eight in number, four of whom shall be Union Trustees and four of whom shall be Employer Trustees. The number of Union Trustees, and the number of Employer Trustees, shall be subject to reduction as set forth in Section 7 of this Article IV.

Section 2. The four Union Trustees shall be John Cody, Robert Sasso, John Dee and William Argento.

Section 3. The four Employer Trustees shall be Salvatore Picone, Herbert Schneider, Louis Nappi and Theodore King.

Section 4. The Trustees named in the foregoing sections 2 and 3 hereby accept the Trusts created and established by this Agreement and Declaration of Trust and consent to act as Trustees therefor and declare that they will administer the said Trusts as separate trusts. The signature of a Trustee to any counterpart or copy of this Agreement and Declaration of Trust shall be conclusive evidence of his acceptance as aforesaid.

Section 5. Each Trustee above named and each successor Trustee shall continue to serve as such until his death, incapacity, resignation or removal as herein provided.

Section 6. A Trustee may resign and become and remain fully discharged from all further duty or responsibility hereunder upon giving thirty days' notice in writing to the remaining Trustees, or such shorter notice as the remaining Trustees may accept as sufficient, in which notice there shall be stated a date when such resignation shall take effect; and such resignation shall take effect on the date specified in the notice unless a successor Trustee shall have been appointed at an earlier date, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Section 7(a) In case any Employer Trustee or successor Employer Trustee shall die, become incapable of acting, resign, or be removed, a successor Employer Trustee from the same industry shall be designated either by: (i) a vote of the majority of the Employers in said industry who are parties to this Agreement attending a special meeting to be called for such purpose at the direction of the remaining Trustees, to be held at such time and place and pursuant to such notice as they may direct and conducted by a Certified Public Accountant designated by said Trustees in such manner as they may direct. Said designee shall be a contributing Employer (or, if the Employer is a corporation, an officer thereof) from the same industry or (ii) by an Employer Association recognized by the Trustees in their absolute and sole discretion as properly representative of the industry involved. Said designee shall be either a contributing Employer (or, if the Employer is a corporation, an officer thereof) or a full-time official of the Association.

Upon the filing with the remaining Trustees of a written statement, signed by the Certified Public Accountant or by the chief officer of the Association as the case may be, certifying the name of the successor Employer Trustee designated as aforesaid, such designation shall be effective and binding in all respects.

Any Employer Trustee or his successor Employer Trustee may be removed at any time in the same manner, except that a meeting to consider such questions shall be called by the Trustees upon written request of any Employer who is party to this Agreement.

(b) In case any Union Trustee shall die, become incapable of acting, resign or be removed, a successor Union Trustee shall be immediately designated by the Executive Board of the Union. Upon the filing with the remaining Trustees of a certificate in writing signed by the President or Secretary-Treasurer of the Union, such designation shall be effective and binding in all respects. Any Union Trustee or successor Union Trustee, may be removed at any time by the Union by filing with the remaining Trustees a certificate in writing to such effect executed by the President or Secretary-Treasurer of the Union.

(c) In the event of a vacancy or vacancies, until the designation of a successor Trustee or Trustees, as hereinabove provided, the remaining Trustees shall have full power to act and shall act.

Section 8. Any successor Employer Trustee or any successor Union Trustee shall immediately upon his designation as a successor Trustee and his acceptance of the trusteeship in writing, filed with the Trustees, become vested with all the proper rights, powers and duties of a Trustee hereunder with like effect as if originally named as a Trustee and all the Trustees then in office and the insurance carrier of each Policy and all other necessary persons shall be immediately notified.

ARTICLE V ADMINISTRATION OF THE TRUSTS

Section 1. The Trustees are authorized and empowered to lease or purchase such premises, materials, supplies and equipment, and to hire and employ and retain such legal counsel, investment counsel, administrative, accounting, actuarial, clerical and other assistants or employees as in their discretion they may find necessary or appropriate in the performance of their duties.

Section 2. The Trustees may exercise all rights or privileges granted to the policy holder by provisions of each Policy or allowed by the insurance carrier of such Policy and may agree with such insurance carrier to any alteration, modification or amendment of such Policy and may take any action respecting such Policy or the insurance provided hereunder which they, in their discretion, may deem necessary or advisable, and such insurance carrier shall not be required to inquire into the authority of the Trustees with regard to any dealings in connection with such policy.

Section 3. The Trustees shall have power to construe the provisions of this Agreement and Declaration of Trust and the terms used herein and any construction adopted by the Trustees in good faith shall be binding upon the Union, the employees and the Employers.

Section 4. The Trustees are hereby empowered, in addition to such other powers as are set forth herein or conferred by law:

(a) To invest and reinvest such part of the Trust Funds as in their sole judgment is advisable and is not required for current expenditures in securities (of any classification), or other property or forms of investment, including but not limited to

estate, whether or not the same be authorized by law for the investment of trust funds generally, and to retain the services of one or more investment advisors to make such investments for the Trust Fund. The Trustees shall diversify the investments of the Plan so as to minimize the risk of large loss, unless under the circumstances it is clearly prudent not to do so, and to this end shall not invest more than 25% of the Funds total assets at market value, in any security or other single investment, except upon a specific finding by the Trustees that it would be clearly prudent to do so. The Trustees may designate to such professional investment advisors, upon such terms and conditions the Trustees may impose, discretion in the selection of securities for purchase and sale by the Trust Fund.

(b) To sell, exchange, lease, convey or dispose of any property, whether real or personal, at any time forming a part of either Trust Fund upon such terms as they may deem proper and to execute and deliver any and all instruments of conveyance and transfer in connection therewith.

(c) To vote in person or by proxy upon securities held by the Trustees and to exercise by attorney any other rights of whatsoever nature pertaining to securities or any other property at any time held by them hereunder.

(d) To exercise options, conversion privileges, or rights to subscribe for additional securities and to make payments therefor.

(e) To consent to or participate in dissolutions, reorganizations, consolidations, mergers, sales, leases, mortgages, transfers or other changes affecting securities held by them and in connection therewith, and to pay assessments, subscriptions or other charges.

(f) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and Declaration of Trust and for the administration of either of the Trust Funds and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on the parties hereto and on the employees involved.

(g) To compromise, settle, arbitrate and release claims or demands in favor of or against the Trusts or either of them, on such terms and conditions as the Trustees may deem advisable.

(h) To keep property and securities registered in the name of the Trustees or in the name of a nominee or nominees or in unregistered or bearer form.

(i) To keep property or securities in the custody of a bank or trust company.

(j) To establish and accumulate as part of the Trust Funds or either of them a reserve or reserves, adequate, in the opinion of the Trustees, to carry out the purposes of either or both of such Trusts.

(k) To allocate between the Welfare Trust Fund and the Pension Trust Fund expenses, not solely applicable to either of such Funds, on the basis of such ratio as the Trustees shall, from time to time in their discretion, deem proper.

(l) To borrow money in such amounts and upon such terms and conditions as shall be deemed advisable by the Trustees or proper to carry out the purposes of the Trusts and to pledge any securities or other property for the payment of any such loans.

(m) To hold part or all of the funds of the Trusts uninvested.

(n) To pay out of the funds of the Trusts all real and personal property taxes, income taxes and other taxes of any and all kinds levied or assessed under existing or future laws upon or in respect to the Trust Funds or any money, property or securities forming a part thereof.

(o) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary or proper for the protection of the property held hereunder.

Section 5. The Trustees shall not receive any compensation for the performance of their duties.

Section 6. The Trustees shall promulgate such requirements for the participation of new employers in this Agreement and Declaration of Trust and such other rules and regulations as may, in their discretion, be deemed proper and necessary for the sound and efficient administration of the Trusts, provided that such requirements, rules and regulations are not inconsistent with this Agreement and Declaration of Trust.

Section 7. Neither the Trustees nor any individual or Successor Trustees shall be personally answerable or personally liable for any liabilities or debts of the Pension Trust Fund or the Welfare Trust Fund contracted by them as such Trustees, or for the non-fulfillment of contracts, but the same shall be paid out of the Trust Fund chargeable therefor and the Trust Funds are hereby charged with a first lien in favor of such Trustees for his or their security and indemnification for any amounts paid out by any such Trustee for any such liability and for his and their security and indemnification against any liability if any kind which the Trustees or any of them may incur hereunder; provided, however, that nothing herein shall exempt any Trustee from liability arising out of his own wilful misconduct, bad faith or gross negligence, or entitle such Trustee to indemnification for any amounts paid or incurred as a result thereof.

The Trustees and each individual Trustee shall not be liable for any error of judgment or for any loss arising out of any act or omission in the execution of the Trusts so long as they act in good faith and without gross negligence; nor shall any Trustee, in the absence of his own wilful misconduct, bad faith or gross negligence, be personally liable for the acts or omissions (whether performed at the request of the Trustees or not) of any other Trustee, or of any agent or attorney elected or appointed by or acting for the Trustees.

The Trustees shall be fully protected in acting upon any instrument, certificate, or paper believed by them to be genuine and to be signed or presented by the proper person or persons, and shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

The Trustees shall not be liable for the proper application of any part of the Pension Trust Fund and Welfare Trust Fund or for any other liabilities arising in connection with the administration or existence of the Trust Funds in this Agreement and Declaration of Trust except as herein provided.

The Trustees may from time to time consult with the Trust's legal counsel and shall be fully protected in acting upon such advice of counsel to the Trust as respects legal questions.

Section 8. The Trustees shall keep true and accurate books of account and records of all their transactions, which shall be open to the inspection of each of the trustees at all times and which shall be audited each quarter or oftener by a certified public accountant selected by the Trustees. Such audits shall be available at all times for inspection by the Union and the Employers at the principal office of the Trust.

Section 9. (a) Questions concerning any action to be taken by the Trustees pursuant to this Agreement and Declaration of Trust shall be decided in the following manner: The entire group of Employer Trustees shall have one vote and the entire group of Union Trustees shall have one vote.

The one vote of the Union Trustees shall be cast in accordance with the decision of the majority of said Union Trustees. The one vote of the Employer Trustees shall be cast in accordance with the decision of the majority of said Employer Trustees.

At least a total of three affirmative votes must be cast by Employer Trustees to determine the one vote of the entire group of Employer Trustees.

At least a total of three affirmative votes must be cast by Union Trustees to determine the one vote of the Union Trustees.

There must be present at any meeting at which any action is taken at least three Union Trustees and at least three Employer Trustees. Any and all action taken at such a meeting in the manner above provided shall have the same effect and force as if taken by all of the Trustees.

(b) In the event of a deadlock, the question shall be submitted for decision to an arbitrator mutually agreed upon by the Trustees, and if they can not agree upon an arbitrator within ten days after such deadlock occurs then by an arbitrator designated by the New York State Mediation Board. The decision of the arbitrator shall be final and binding and shall be adopted by the Trustees and deemed to be the vote of the Trustees. The cost and expense incidental to any proceedings needed to break a deadlock shall be borne by the Pension Trust Fund or Welfare Trust Fund, as the case may be, or allocated between such funds in such proportion as the Trustees may determine in the event that such costs and expenses are not solely applicable to either of such Trust Funds. The said arbitrator shall be required to render his decision within the time limits fixed by the Trustees.

(c) A deadlock shall be deemed to exist whenever the Trustees are unable to reach an agreement at a meeting after duly voting according to the voting procedure hereinabove set forth. A deadlock shall also be deemed to exist whenever the lack of a necessary quorum of Trustees continues for two successive meetings of the Trustees, or where at two successive meetings the minimum number of affirmative votes needed to cast the vote of the Employer Trustees or of the Union Trustees cannot be obtained.

Section 10. The Trustees may authorize an Employer Trustee and a Union Trustee or any joint group equally composed of Employer and Union Trustees jointly to act for and on behalf of the Trust and the Trustees by executing and delivering notices, assignments, agreements, deeds, mortgages, receipts, releases and any other instruments in writing appropriate for the administration of its trust powers as set forth in this Article, and all persons, partnerships, corporations or associations may rely thereupon that such act or instrument has been duly authorized by and is binding upon the Trust and the Trustees with the same effect and force as if taken by all of the Trustees.

Section 11. All monies received by the Trustees hereunder shall be deposited by them in such bank or banks as the Trustees may designate for that purpose and all withdrawals of monies from such account or accounts shall be made only by checks signed by the Trustees authorized in writing; the Trustees to sign such checks. Except as hereinafter provided, a check shall be valid unless signed by two persons of whom one shall be a Union Trustee and one an Employer Trustee.

The Employer Trustees shall designate in writing the names of the particular Employer Trustees who may sign checks in the above manner, and the Union Trustees shall likewise designate in writing the names of the particular Union Trustees who may sign checks in the above manner.

The Trustees may, in their discretion, designate and authorize an employee of the Trust to sign checks upon such separate and specific bank account or bank accounts as the Trustees may designate and establish for such purpose.

Section 12. The Trustees may, in their discretion, at any time or from time to time, but shall not less frequently than once each year beginning with the period ending December 31, 1958, render written accounts of their transactions and file the same with the Employers and the Union. Each of such Employers and Union and the employees involved shall be deemed to have approved any such accounts unless it shall file with the Trustees written objections thereto within sixty (60) days after receipt of such account, and in the absence of such objection the Trustees shall be released, relieved and discharged with respect to all matters and things set forth in such account as though the same had been settled by the decree of a court of competent jurisdiction.

Section 13. The Trustees shall administer the Welfare Trust Fund and the Pension Trust Fund as separate trusts and in conformity to this Agreement and Declaration of Trust, as from time to time amended.

Section 14. The Trustees and employees who are empowered and authorized to sign checks as aforesaid shall each be bonded by a duly authorized surety company in such amounts as may be determined from time to time by the Trustees. Every employee employed by the Trustees who may be engaged in handling monies of the Trust Funds shall also be bonded by a duly authorized surety company in the same manner. The cost of the premiums on such bonds shall be paid out of the Welfare Trust Fund or the Pension Trust Fund, or allocated between such Funds, as the case may be.

ARTICLE VI

COLLECTION OF CONTRIBUTIONS

Section 1. (a) Each and every Employer shall pay to the Trustees the Employers' Contributions to the Welfare Trust Fund and to the Pension Trust Fund as set forth in Articles II and III of this Agreement.

(b) Payment of all Employers' Contributions shall be made by the Employer promptly on the 10th day of each month covering all payroll periods during the preceding calendar months.

(c) Detailed written reports shall be submitted to the Trustees by the Employers together with each payment.

said reports to be in such form as may be requested from time to time by the Trustees. The Trustees may at any time audit the pertinent books and records of any Employer in connection with the above.

(d) In the event the employer fails to submit the required reports and/or pertinent books and records for audit within twenty (20) days after written demand, the Trustees, or their agents, may compute the sum due for any month by adding 10% to the number of hours for the month in which the largest number of hours were reported in the previous twelve (12) reports submitted by the employer (hereinafter referred to as the base month). In the event there was an audit disclosing unreported hours for the base month, the amount of said unreported hours plus 10% thereof shall be added to arrive at the total hours. The total number of hours for the unreported period as determined aforesaid shall be multiplied by the current contribution rate, and the amount of contributions so computed shall be binding on the employer and shall be deemed the amount due from the employer for the purpose of any legal proceeding.

"In the event there is no base month due to the reason that there are no previous remittance reports submitted by the employer or no previous audit reports, then the employer shall be deemed to have _____ employees working 40 hours per week for the entire unreported period."

(At the time of execution of the Agreement, the above blank should be filled in by inserting the number of employees employed plus 10%).

(e) In the event the employer submits the required remittance reports, but thereafter such employer fails to submit the pertinent books and records for audit within 20 days after written demand, such failure shall be a material breach of the Collective Bargaining and Trust Agreements. In such event the Trustees or their agents may compute the additional contributions due for any month by taking 50% of the number of hours reported for that month and then multiplying said number of hours by the current contribution rate. The amount of contributions so computed shall be binding on the employer and shall be deemed the amount due from the employer for the purposes of any legal proceeding. Alternatively or in addition to the foregoing and any other remedies provided by law, the Trustees, may in their discretion, apply for and be entitled to a mandatory injunction directing the employer to produce its said books and records for audit in connection with any proceeding for an injunction, the employer shall pay the sum of \$150.00 for attorneys' fees plus all costs and disbursements and it is specifically agreed that trial by jury of any and all issues shall be waived and no bond shall be required.

Section 2. The Trustees shall have the power to demand, collect and receive contributions and shall hold such monies separately as part of the Welfare Trust Fund and the Pension Trust Fund, respectively, for the purposes specified in this Agreement and Declaration of Trust.

Section 3. The failure of an Employer to pay the contributions required hereunder promptly when due shall be a violation of the Collective Bargaining Agreement between the said Employer and the Union as well as a violation of the Employer's obligations hereunder. Nonpayment of an Employer of any monies due shall not relieve any other Employer from his obligation to make payments. In addition to any other remedies to which the parties may be entitled an Employer in default for five working days shall be obligated to pay interest, at the rate of 6% per annum, on the moneys due to the Trustees from the first day of the month when the payment was due to the date when payment is made, together with all expenses of collection incurred by the Trustees, including attorney's fees, and auditor's fees, computed as follows:

(a) Attorney's fees in collections before Suit — 15% of contributions and interest due.

(b) Attorney's fees in collections involving Suit or other Court Proceedings:

Claims under \$500.00 — 33⅓% of contributions and interest due.

Claims over \$500.00 — 25% of contributions and interest due.

(c) Auditor's fees: \$75.00 for each day expended in auditing the Employer. The statement of a Certified Public Accountant making the audit as to time expended, shall be binding on the Employer for the purposes of any legal proceeding.

Section 4. In addition to any other enforcement remedies which may exist under the Collective Bargaining Agreements and under this Agreement and Declaration of Trust, the Trustees are authorized and empowered to take whatever proceedings may be proper and necessary in their discretion for enforcement of Employer's obligations including but not limited to proceedings at law and in equity and arbitration and any remedies which would be generally available to the parties for enforcement of the aforesaid Collective Bargaining Agreements.

Section 5. Any legal proceedings for enforcement of any Employer's obligations may, if so authorized by the Trustees, be commenced in the names of one Union Trustee and one Employer Trustee in behalf of the Trustees.

ARTICLE VII

TERMINATION OF INDIVIDUAL EMPLOYERS

Section 1. An Employer shall cease to be an Employer under this Agreement and Declaration of Trust whenever,

(a) Any Employer Contribution or other payment required to be made by such Employer to or for the account of the Trust Fund shall not be paid when due; or

(b) Such Employer no longer qualifies as an Employer as defined in Section 1 of Article I hereof.

Section 2. When, as provided in Section 1 of this Article VII, an Employer ceases to be an Employer hereunder,

(a) The Employees of such Employer and their wives and children shall after 30 days from said date cease to be insured or entitled to any unaccrued benefits under the Welfare Plan or Welfare Trust Fund, and the Trustees shall immediately give such notice thereof as may be required to any insurance carrier providing such insurance or benefits; provided, however, that accrued claims of Employees shall in no wise be affected.

(b) The Employees of such Employer shall after 30 days from said date cease to accrue benefits under the Pension Plan or Pension Trust Fund.

(c) Such Employer shall have no further rights or powers under this Agreement and Declaration of Trust, except as hereinafter in this Article XII provided.

Section 3. An Employer who ceases to be an Employer hereunder for the reason stated in Section 1(a) of this Article VII, upon payment to the Trustees of all amounts then due from him, including any interest accrued thereon, and any expense incurred in connection with his default, may be reinstated hereunder by the Trustees, and in such event the Employees of such Employer shall again be entitled to the benefits of this Agreement and Declaration of Trust, subject to such conditions as may be provided therefor in the Welfare Plan and in the Pension Plan, respectively.

Section 4. An Employer who ceases to be an Employer hereunder for the reason stated in Section 1(a) of this Article VII shall continue to remain fully liable for Employer Contributions or other payments due hereunder; and an Employer who ceases to be an Employer for the reason stated in Section 1(b) of this Article VII shall remain liable for any Employer Contributions or other payments which, under the circumstances, may be due to the Trustees under the Collective Bargaining Agreement.

ARTICLE VIII TERMINATION OF THE TRUSTS

Section 1. In the case of the Welfare Trust Fund or the Pension Trust Fund, the Trust may be terminated when there is no longer in force an agreement between the Employer and the Union requiring any employer contributions to such Trust Fund for the purposes hereinabove provided.

Either Trust may be terminated at any time by the unanimous vote of all Trustees, with the consent of the Employers and the Union.

Section 2. In the event of termination of the Trusts or either of them, the Trustees shall apply the Fund to pay or to provide for the payment of any and all obligations of the said Trust or Trusts and distribute and apply any remaining surplus in such manner as will, in their opinion, best effectuate the purpose of the said Trust or Trusts; provided, however, that no part of the corpus or income of said Trust or Trusts shall be used for or diverted to purposes other than the exclusive benefit of Employees, retired Employees, or the families or beneficiaries of Employees or retired Employees, or the administrative expense of said Trust or Trusts or the Welfare Plan or the Pension Plan or both of said Plans (as the case may be) or for other payments in accordance with the provisions of such Plan or Plans.

Section 3. Upon termination of either Trust, the Trustees shall forthwith notify the Union and each Employer, and the insurance carrier or carriers of the Policy or Policies and all other necessary parties, and shall continue as Trustees for the purpose of winding up the affairs of such Trust, and may take any action with regard to any Policy or Policies which may be required by the insurance carriers or carriers of such Policy or Policies and which the Trustees, in their discretion, may deem appropriate.

ARTICLE IX MISCELLANEOUS PROVISIONS

Section 1. Each Employer shall promptly furnish to the Trustees on demand any and all records of his Employees concerning the classifications of such Employees, their names, social security numbers, the amount of wages paid and hours worked and any and all other payroll records and information that the Trustees may require in connection with the administration of the Trust and for no other purpose. Each Employer shall also submit in writing to the Trustees at such regular periodic intervals and in such form as the Trustees may establish such of the above data and information as may be requested by the Trustees. The Trustees, or their authorized representatives, may examine and audit the pertinent payroll books and records of each Employer whenever such examination or audit is deemed necessary or advisable by the Trustees in connection with the proper administration of the Trust.

Section 2. (a) No Employee or any person claiming by or through such Employee by reason of having been named as a beneficiary in a certificate or otherwise shall have any right, title or interest in or to the funds or other property of the Trust Fund or any part thereof, except as specifically provided.

(b) No moneys, property or equity or interest of any nature whatsoever in the Trust or Trust Funds or policies or benefits or moneys payable therefrom shall be subject in any manner, by any employee or person claiming through such employee, to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any attempt to cause the same to be subject thereto shall be null and void.

Section 3. No person, partnership, corporation or association dealing with the Trustees shall be obliged to see to the application of any funds or property of the Trust or to see that the terms of the Trust have been complied with or be obliged to inquire into the necessity or expediency of any act of the Trustees and every instrument effected by the Trustees shall be conclusive in favor of any person, partnership, corporation or association relying thereon that

(a) At the time of the delivery of said instrument the Trust was in full force and effect;

(b) Said instrument was effected in accordance with the terms and conditions of this Agreement and Declaration of Trust; and

(c) The Trustees were duly authorized and empowered to execute such instrument.

Section 4. Anything contained in this Agreement and Declaration of Trust, or any amendment hereof, or in the welfare plan or pension plan or any amendments thereof, to the contrary notwithstanding, no part of the corpus or income of the Welfare Trust Fund or the Pension Trust Fund shall be used for, or diverted to, purposes other than for the exclusive benefit of the Employees, retired Employees, or the wives and children or beneficiaries of Employees or retired Employees, or the expenses (including taxes) of said Trust Funds and the welfare and pension plans.

Section 5. The Trustees shall have and maintain an office in the State of New York. The Trustees may from time to time change the location of their office within the State of New York but no change shall be effective until notice thereof shall have been given to the Union and Employers.

Section 6. The address of the Union and of each of the Employers shall be that stated on the signature pages of the Agreement and Declaration of Trust. The Union or Employer may change its address by written notice to the Trustees stating the new address, and such changed address shall be kept on file by the Trustees open to the inspection of any Trustee, Union or Employer.

Section 7. Notices given to the Trustees, Union or Employers hereunder shall (unless herein otherwise specified) be sufficient if in writing and delivered to, or sent by postpaid first class mail or prepaid telegram to, the addresses thereof at his, their or its address above stated or changed as above provided. Except as herein otherwise provided, distribution or delivery of any statement or document required hereunder to be made to the Trustees, Union or Employers shall be sufficient if delivered in person or if sent by postpaid first class mail to his, their or its address above stated or changed as above provided.

ARTICLE X AMENDMENTS

Subject to the provisions of Section 4 of Article IX hereof, this Agreement and Declaration of Trust may be amended in any respect from time to time by the Trustees, provided that each amendment shall be duly executed in writing by the Trustees and annexed hereto and copy thereof shall be distributed to the Union and each Employer. As to any amendment, the Trustees in their sole discretion shall have full power to fix the effective date thereof.

ARTICLE XI EXECUTION OF AGREEMENTS SITUS OF TRUSTS

Section 1. This Agreement and Declaration of Trust may be executed in one or more counterparts. The signature of a party of any counterpart shall be sufficient evidence of his execution thereof.

Section 2. This Agreement and Declaration of Trust shall be deemed to have been executed and delivered in, and with reference to the laws of the State of New York, and it and the Trusts established and created hereunder shall be governed by said laws. The Trustees shall be accountable only in the State of New York.

Section 3. This Agreement and Declaration of Trust shall become effective as of July 1, 1966.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement the day and year first above written.

Employer Trustees

SALVATORE PICONE

c/o Salvatore Picone & Sons, Inc.
Box 74, Brooklyn, N.Y.
Address

HERBERT SCHNEIDER

c/o H. T. Schneider, Inc.
96 Rome Street, Farmingdale, N.Y.
Address

LOUIS G. NAPPI

c/o Colonial Sand & Stone Co., Inc.
1740 Broadway, New York, N.Y.
Address

THEODORE E. KING

General Contractors Assoc. of N.Y. Inc.
60 E. 42nd Street, New York, N.Y.
Address

JOHN CODY

Union Trustees

c/o Local 282
1975 Linden Blvd., Elmont, N.Y.
Address

ROBERT SASSO

c/o Local 282
1975 Linden Blvd., Elmont, N.Y.
Address

JOHN DEE

c/o Local 282
1975 Linden Blvd., Elmont, N.Y.
Address

WILLIAM ARGENTO

c/o Local 282
1975 Linden Blvd., Elmont, N.Y.
Address

By _____

LOCAL UNION No. 282

AFFILIATED WITH THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA.

By _____

NEW YORK LUMBER TRADE ASSOCIATION, INC.

By _____

The undersigned Employer hereby agrees to be bound
by all of the terms and provisions of the foregoing con-
tract.

(Firm Name)

(Address)

By _____
J. F. McQUADE, INC., 104 EAST 25TH ST., N.Y. 10010

LIST NUMBER OF EQUIPMENT

Seniority List and Names of Men	Address	Zip Code	Shop Steward Ledger Number
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